

Affiliate
Reg to
1962



JOHN B. BACKHUS
PRESIDENT

VICE-PRESIDENT
JOHN L. SMITH

RECORDING SECRETARY
CHARLES PIROLI

TRUSTEES
ROBERT SCHELL
PETER B. SCHULTZ
SILVERIUS G. CARR

HARRISBURG, PA., OFFICE
2552 JEFFERSON STREET
JOHN L. SMITH, BUS. REP.
CEDAR 2-7190

LOCAL 107 PHILADELPHIA
LOCAL 115 PHILADELPHIA
LOCAL 156 PHILADELPHIA
LOCAL 161 PHILADELPHIA
LOCAL 169 PHILADELPHIA
LOCAL 187 PHILADELPHIA
LOCAL 229 SCRANTON
LOCAL 312 CHESTER
LOCAL 331 ATLANTIC CITY
LOCAL 343 PHILADELPHIA
LOCAL 506 NORRISTOWN
LOCAL 601 WILkes BARRE
LOCAL 429 READING
LOCAL 630 YORK
LOCAL 653 PHILADELPHIA
LOCAL 670 PHILADELPHIA
LOCAL 830 VINELAND
LOCAL 596 PHILADELPHIA
LOCAL 623 PHILADELPHIA
LOCAL 628 PHILADELPHIA
LOCAL 676 CARPENTER
LOCAL 764 MILTON
LOCAL 788 MILTON
LOCAL 771 LANCASTER
LOCAL 773 ALLENTOWN
LOCAL 776 HARRISBURG
LOCAL 880 PHILADELPHIA
LOCAL 889 WILkes BARRE
LOCAL 929 PHILADELPHIA

WAVERLY 7 3300

FILE

LANCOSH 4 6636

TEAMSTERS JOINT COUNCIL NO. 53

AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

OFFICE: N. W. COR. 11th AND CHEW STREETS
PHILADELPHIA 41, PA.

JAMES J. STOLTZ
SECRETARY-TREAS.

December 28, 1962

Mr. James R. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Sir and Brother:

Your letter of December 17th relating to information on organization for a Mr. Anson R. Fry, Jr., an employee of the Funk Water Company, Eaglesville, Penna., has been assigned to Silverius Carr, Secretary Treasurer of Local #384, Norristown, Penna.

Local #384 has the jurisdiction of the area including Eaglesville. I have instructed Carr to contact Fry personally and to cooperate with him where ever possible.

Fraternally yours,

John B. Backhus
John B. Backhus
President

JBB:a

ADMINISTRATIVE FILE

Affiliate - Request to
x Fry, Anson R.

Schwenksville, Pennsylvania
December 13, 1962

Mr. James R. Hoffa, President
International Brotherhood of Teamsters
Teamsters Building
Washington, D. C.

Dear Sir:

By common consent I have been appointed spokesman for and by my fellow employees. We are interested in affiliating ourselves with the International Brotherhood of Teamsters. Therefore, I would like any and all pertinent information needed to unionize the employees of the company we are working for; namely, Funk Water Conditioning, Eagleville, Pennsylvania, a franchised Culligan Soft Water dealer.

I would appreciate an immediate reply in this matter. I also want you to consider this request as a confidence.

I remain,

Your obedient servant and brother teamster,

Anson R. Fry, Jr.
Anson R. Fry, Jr.

/gls

Anson R. Fry, Jr.
Box 171
Schwenksville, Pennsylvania

ADMINISTRATIVE FILE

*Applicant Request to
H Continental Trailways
X 667*

October 12, 1962

Mr. Murray W. Miller, Vice-Pres.
International Brotherhood of Teamsters
1330 North Industrial Boulevard
Dallas 7, Texas

Dear Sir and Brother:

President Hoffa has asked me to write you in connection with your letter of October 4th, to advise you that, inasmuch as this is an independent union covering Continental Trailways, that he sees no reason why we should not offer them membership.

Fraternally yours,

H. J. Gibbons
Executive Assistant
to the General President

HJG/mc

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS • WAREHOUSEMEN & HELPERS
OF AMERICA



1330 N. INDUSTRIAL BLVD.
DALLAS 7, TEXAS

OFFICE OF
MURRAY W. MILLER
TENTH VICE PRESIDENT

October 4, 1962

Mr. James R Hoffa, General President
International Brotherhood of Teamsters
25 LOUISIANA Ave., NW
Washington, D. C.

Dear Sir and Brother;

I am enclosing a letter which is self-explanatory. I
would appreciate your comments on the matter.

Fraternally yours,

Murray W. Miller
Murray W. Miller

MWM:sa
Encl.

10/5/62
C
1252
10/5/62



HIGHWAY & LOCAL MOTOR FREIGHT
EMPLOYEES • LOCAL UNION No. 667

OF THE INTERNATIONAL BROTHERHOOD OF RAILWAY TRAINMEN • CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

TEAMSTERS OFFICE
278 E. MCLEMORE • WH 8-6791
MEMPHIS, TENNESSEE

September 27, 1962

Mr. Murray W. Miller, Director
Southern Conference of Teamsters
1330 North Industrial Boulevard, Suite 205
Dallas 7, Texas

Dear Sir and Brother:

This has reference to a group of employees in Memphis, Tennessee, Jackson, Mississippi, Columbus, Mississippi, Alexandria, Louisiana, and Shreveport, Louisiana, of whom have indicated that they want to come into the Teamsters Union. This is a group employed by Continental Southern Trailways as drivers and garage and station employees.

Our information is that the Continental Trailways is set up in divisions and the division covering this area is under contract with an independent union of which said contract expires February 28, 1963.

Some of these drivers have called on the writer and have advised me that their division is the only division in this part of the country that belongs to an independent union but that several other divisions, including the Kansas City and Wichita area are vitally interested in coming into the Teamsters Union.

On or about November 1st of 1961, the Brotherhood of Railway Trainmen tried a raid on this independent union and the N.L.R.B. election results were in favor of the independent union by a big majority.

There are approximately 376 employees in the southern division that are eligible to become members of the Teamsters Union and it is believed that this would be a weak spot to start work on should we be interested in going into this field at the present time.

I have advised some of these drivers that I could not give them an immediate answer as to what we could do and have explained our policy in not acting too quick in starting an all out raid of other unions. At the same time, I felt perhaps that since this division is under contract with an independent union and due to the interest that has built up that perhaps you would be interested in this situation.

Mr. Murray W. Miller
September 27, 1962
Page 2

If your office would be interested in looking into this matter further, it would be very easy to arrange a meeting with some of these drivers on a short notice for you to send a representative into this area.

Would appreciate you giving this your careful consideration and reply in order that I may be in a position to answer to these individuals.

Thanking you for your cooperation, and with best wishes, I remain

Faternally yours,

L. L. Turner
L. L. Turner
Secretary-Treasurer

LLT:er

cc: Mr. S. M. Hall, President
Teamsters Local Union No. 667



SEP 28 1962
FBI - NEW YORK

ADMINISTRATIVE FILE

*Affiliate, Request to
Independent Union -
Construction Superintendents
x Duffy, Thomas J.*

October 10, 1962

Mr. Thomas J. Duffy
RD No. 4
Middletown, New York

Dear Mr. Duffy:

We have your communication of September 4th. While we are not in any position to issue a charter to a small group such as you represent, if you are interested in Teamster affiliation, we will be happy to discuss the possibility of your group joining one of our small local unions in the construction field either in New York or New Jersey.

If the above appeals to you, please contact the undersigned and we will be happy to work this arrangement out with you.

Very truly yours,

H. J. Gibbons
Executive Assistant
to the General President

HJG/mc

(24)

JOINT COUNCIL No. 73
INTERNATIONAL BROTHERHOOD
Teamsters • Chauffeurs • Warehousemen and Helpers

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707 SUMMIT AVENUE (ROOM 407)
UNION CITY, NEW JERSEY
Telephone: JU 5-3123

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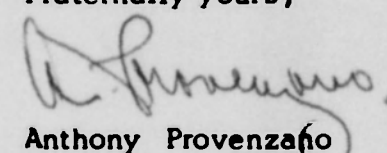
October 5, 1962

Mr. James R. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N.W.
Washington 1, D. C.

Dear Sir and Brother:

In reply to your letter dated September 7, 1962, regarding the enclosed communication, wish to inform you that I have investigated the situation. These people have only a membership of only 30 or 40 members and in my opinion this does not warrant the issuance of a charter for which they are seeking.

Fraternaly yours,


Anthony Provenzano
President

AP/fc
Enclosure

INTERNATIONAL UNION
of
CONSTRUCTION SUPERINTENDENTS

September 4, 1962

James Hoffa
25 Louisiana Avenue
Washington, D.C.

Dear Mr. Hoffa:

I was in touch with one of your New York City Locals
and they suggested I write to you.

I am president and organizer of the International
Union of Construction Superintendents which I have been
organizing for over a year in the State of New Jersey we are
now ready to organize New York.

If you are interested in having us become affiliated
with your organization, I would like to meet you to discuss
the actual benefits to be obtained from such an affiliation

Very truly yours

Thomas J. Duffy
Thomas J. Duffy
RD 4
Middletown, New York
914 DI 3 6678

ADMINISTRATIVE FILE
✓ Aff. List Request to
Independent Union -
Contribution Super-Student
✓ Duffy, Thomas J.

September 7, 1962

Mr. Anthony Provensano, Vice-Pres.
International Brotherhood of Teamsters
707 Summit Avenue
Union City, New Jersey

Dear Sir and Brother:

The attached communication is self-explanatory. Would you kindly investigate this situation and report to me so that I may properly reply to this member.

Fraternally,

James R. Hoffa
General President

JRH/mc

Enclosure

Brannigan

INTERNATIONAL UNION
of
CONSTRUCTION SUPERINTENDENTS

September 4, 1962

James Hoffa
25 Louisiana Avenue
Washington, D.C.

Dear Mr. Hoffa:

I was in touch with one of your New York City Locals and they suggested I write to you.

I am president and organizer of the International Union of Construction Superintendents which I have been organizing for over a year in the State of New Jersey we are now ready to organize New York.

If you are interested in having us become affiliated with your organization, I would like to meet you to discuss the mutual benefits to be obtained from such an affiliation

Very truly yours

Thomas J. Duffy
Thomas J. Duffy
RD 4
Middletown, New York
914 DI 3 6673

ADMINISTRATIVE FILE
Affiliate, Request to
X Haring, Richard D.
X

September 7, 1962

Mr. William Preseer, President
Teamsters Joint Council No. 41
2070 East 22nd Street
Cleveland, Ohio

Dear Sir and Brother:

The attached communication is self-explanatory. Would you kindly investigate this situation and report to me so that I may properly reply to this member.

Fraternally,

James R. Hoffa
General President

JRH/mc

Enclosure

Richard D. Kamuf
2406 Nottingham Road
Cincinnati 25, Ohio

International Brotherhood of Teamsters
Washington, D. C.

Dear Sir:

The employees of the company I
work for are talking of changing from
our present Union to I.B.T. There
are about 17,000 of us in 42 states
and I would like to have a copy of
your Constitution to read.

Please send a copy to me so I can
tell my fellow union members more
about the Teamsters in order to change
to your Union, the I.B. of Teamsters.

Respectfully Yours
Richard D. Kamuf

**Chauffeurs, Teamsters and Helpers Union
Local No 186**

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

VENTURA

SANTA BARBARA

OXNARD

114 CHAPALA STREET
SANTA BARBARA, CALIFORNIA
WOODLAND 5-9051

August 21, 1968

Mr. Jack Goldberger
240 Golden Gate Avenue
San Francisco 2, California

Dear Sir and Brother:

With regard to the enclosed copy of a letter to Ronald Kelly, employed at Chase Brothers Dairy, please be advised that since talking to you and receiving your letter and also the copy of the letter to our General President, James R. Hoffa, Ronald Kelly was personally contacted and was to meet us at a specified time at our Oxnard office. He failed to appear for the appointment, and after some 2 hours and considerable telephoning we were able to get him into the office. Up until now, nothing has come out of this meeting.

In his opinion, this strong and powerful organization could merely place a picket line at the main gate of Chase Brothers Dairy Farm and he was convinced that would get the job done. We assured him this was not the way to effect organization, that we first must file with the NLRB and be certified.

I will keep you up to date on any further developments.

Fraternally yours,

Cliff H. Jameson
SECRETARY-TREASURER

CHI:g
Enc

CLIFF H. JAMESON
SECRETARY-TREASURER

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CHAUFFEURS, TEAMSTERS AND HELPERS UNION LOCAL 186

Ventura

Santa Barbara
1114 Chapala Street
Santa Barbara, California

Coward

BO 5-3051

August 21, 1962

COPY

Mr. Ronald Kelly
426 East Howlock Street
Coward, California

Dear Mr. Kelly:

It has been some time since you met with our Business Agent, Walt Poplin, in our Coward office. I have continually tried to phone you, but with no success.

If you and your co-workers at Chase Brothers Dairy are still interested in having the Teamsters Union do something in your behalf, most of the initial work will necessarily have to be done by you men working on the job.

In talking to Mr. Poplin I find that you were of the opinion that organization could be effected at Chase Brothers Dairy by our instituting a picket line. This is not the case. We first must have a majority of the employees working under our jurisdiction at Chase Brothers Dairy sign their applications for membership. After the majority of these men have shown by signing these applications that they want us to represent them, we can then file with the National Labor Relations Board for a certification election, whereupon the Government will set up the election and conduct the same under Government regulations.

I would be most interested in hearing from you with regard to the above, so either drop me a letter at this address or call me collect at your convenience.

Very truly yours,

(Signed) Cliff H. Jameson
Secretary-Treasurer

CHJ:q

Blind copy to:

Mr. Jack Goldberger
240 Golden Gate Avenue
San Francisco 2

Chauffeurs, Teamsters and Helpers Union
Local No 186

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

VENTURA

SANTA BARBARA

OXNARD

1114 CHAPALA STREET
SANTA BARBARA, CALIFORNIA
WOODLAND 5-3951

CLIFF H. JAMESON
SECRETARY-TREASURER



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AL WHITNEY
TREASURER
WILTON D. MALTBY
TREASURER
JOHN A. SCHANDLER
TREASURER

August 21, 1962

Mr. Ronald Kelly
455 East Main Street
Oxnard, California

Dear Mr. Kelly:

It has been some time since you met with our Business Agent, Earl Poplin, in our Oxnard office. I have continually tried to phone you but with no success.

If you and your coworkers at Chase Brothers Dairy are still interested in having the Chauffeurs Union do something in your behalf, most of the initial work will necessarily have to be done by you and your coworkers.

In talking to Mr. Poplin I find that you were of the opinion that organization could be effected at Chase Brothers Dairy by our instituting a picket line. This is not the case. We first must have a majority of the employees working under our jurisdiction at Chase Brothers Dairy sign their applications for membership. After the majority of them have chosen to sign their applications that they want to represent them, we will then file with the National Labor Relations Board for a certification election. Whereupon the Government will set up the election and conduct the same under Government regulations.

I would be most interested in hearing from you with regard to the above. Please drop me a letter at this address or call me and contact at your convenience.

Very truly yours,

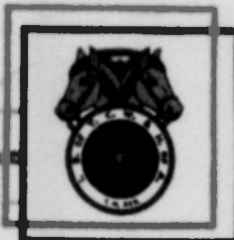
CLIFF H. JAMESON
SECRETARY-TREASURER

Blind copy to: Mr. Jack Goldberger
340 Golden Gate Avenue
San Francisco 2

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS · WAREHOUSEMEN & HELPERS
OF AMERICA

ADMINISTRATIVE FILE ✓

Affiliate Request
Kelly, Ronald
X 2.186



240 Golden Gate Avenue
San Francisco 2, California

July 5, 1962

Mr. James P. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington 1 D.C.

Dear Sir and Brothers:

Acknowledgement is made of your letter, with the
enclosure from Ronald Kelly of Oxnard, California. The
following will give you some background on this case.

Ronald Kelly is employed at Chases, and every
time Local 186 has contacted this firm, the employer grants
the workers an increase and then folds. Brother Cliff
Jameson of local 186 will follow through and keep me
advised of developments.

Fraternally,

Jack Goldberger
Jack Goldberger
Special Organizer

ADMINISTRATIVE FILE

*Appellate Request to
X Kelly, Harold
X 2.18.62*

June 18, 1962

Mr. Jack Goldberger, Special Organizer
International Brotherhood of Teamsters
240 Golden Gate Avenue
San Francisco, California

Dear Sir and Brother:

The attached communication is self-explanatory. Would you kindly investigate this situation and report to me so that I may properly reply to this member.

Fraternally,

James R. Hoffa
General President

JRH/mc

Enclosure

June 14

Dear Mr. Hoffa

I am writing this letter after talking with my brother in law who belongs to the Baker's union in San Pedro, Calif

I'm working in a non union shop. I have contacted Teamster, Local 186 in Ventura Calif. I can't get any help from the Business agents. They said I would have to bring the majority of the fellows to the hall. They also said there were too many complications what kind of complications could there be that the Teamster couldn't handle?

I am in the retail Dairy Business which there could be 60 men to be signed. There are 6 other retail Dairies in this County that are union we all want to belong, But we need your help or help from your Personal Organizers

We work 6 days and off 2. Our salary is 15 dollars per week below union scale. We don't get paid for our book work. We have to pay for all of our uniforms and half of our insurance. We have no retirement plan. Our Commission plan is 5 per cent below scale. Some of us have to work 10 to 12 hours a day. We don't get paid for this. We get nothing extra for working on holidays, or our days off if some one is sick.

We are located in Arroyo, California that is 60 miles west of Los Angeles, Calif. I am sure local 186 is in Arroyo and Ventura.

After balancing newspaper, magazine and television reports, I am sure you are the man we can rely on.

Sincerely
Ronald Kelly
426 E. Hemlock St
Arroyo, California
Phone Hunter 38857

ADMINISTRATIVE FILE

Affiliate Request to
X 278.00 - Carpenters
X Air Control, Inc.
X Peel, John

August 22, 1962

Mr. Joseph Morgan, General Organizer
International Brotherhood of Teamsters
2940 N. W. 7th Street
Miami, Florida

Dear Sir and Brother:

The enclosed copy of a letter received in this
office from a Mr. John Peel is self-explanatory.

Please check into this and inform this office
of your findings.

Faternally yours,

James R. Hoffa
General President

JRH/alb
Encl.

De Land, Fla.
Aug 20, 1962

Mr. James Haffa:

Dear Sir:

I don't know if you remember me or not.
I was a B.A. for Local 100 - Cincinnati, also organized
for the Warehouse Union in Cin.

A committee of employees of Air-Control Inc.
(here in De Land, Fla) have come to me for help,
knowing of my past activities in the Teamsters Union.

Air-Control Inc. has branches all over the South
including Texas & La.

This plant employs ²⁰⁰150 men & women. Last
Oct. they voted 98-23 into the Carpenters Union.
Their ^{old} wage is now 1.27. Their last contract they
received was no wage increase at all.

This contract in effect will run one year. to be
reopened on or before Jan 1963. for wages only.

Several of these employees are ex mine workers.
They have been holding the membership together
but are very dissatisfied with the Carpenters,
and want to go with an organization that
will serve them.

With the present setup they only see a representation about twice a year.

If you could find a good man, I certainly would appreciate it, as they do need help. I will introduce your man to the Committee and he can take it from there.

They would rather not have the man from Deland as they know a lot of Jim Blythe trucking tes. drivers and of their losing their election.

If you can do this - to help these people - I will give your man all the facts and then get out of the picture.

Thanking you
Your Friend

John Peel
304 W. Palmetto Ave
De Land, Fla.

Phone: De Land, Fla -

Redwood 4-2689

ADMINISTRATIVE FILE

*Affiliate, Request to
B & O Railway
Conductors & Brakemen
Buffington, A. W.
B & O Railroad*

June 27, 1962

Mr. A. W. Buffington
Box 569
Knoxville, Md.

Dear Mr. Buffington:

Your letter of June 22nd, addressed to President Hoffa has been received in this office. Any time during the week of July 2nd, I shall be happy to set up a meeting with you here at our office. Will you kindly phone me for a definite date during that week.

Faternally,

H. J. Gibbons
Executive Assistant
to the General President

HJG/mc

*OK note to Buffington
on Aug 8 - Recommended
N. L. White*

BUFFINGTON

Box 569
Knoxville, Md.
June 22, 1962

Mr. James Haffa, President
International Brotherhood of Teamsters
35 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Sir and Brother:

The writer is a member of the Order of Railway
Conductors and Brakemen, Collins Division, No. 5, employed by the B&O Railroad,
working into and out of Washington, D. C.

My purpose of writing you is to request an appoint-
ment to discuss conditions on the B&O Railroad with the view in mind of creating
an organization campaign among the train service employees to line up with the
International Brotherhood of Teamsters.

Your consideration in this regard, consistent with
other matter occupying your time and attention, will be greatly appreciated.

With kind personal regards, and

Faternally and respectfully,

G. W. Buffington
G. W. Buffington.

ADMINISTRATIVE FILE

Affiliate Request to
X Aff-Cso - North Auto
Workers
X Thresher Percy A.
X Autolite Company

June 6, 1962

Mr. M. W. Miller, Area Director
Southern Conference of Teamsters
1330 N. Industrial Blvd.
Dallas, Texas

Dear Sir and Brother:

Enclosed is a copy of a letter received from
Percy A. Thresher.

This is being forwarded to you for investigation
and recommendation.

Fraternaly yours,

James R. Hoffa
General President

JRH/yb
Enc.

jk

Went to the 101
40.

Percy A. Thrasher
Route One
Trinity, Alabama
% Jay R. Killebrew

James R. Hoffa (General President)
35 Louisiana Avenue, N.W.
Washington 1, D.C.

Dear Sir:

This is to advise you again that we have just come out of a meeting with our people who are employees of Autolite Company, in Decatur, Alabama; and it is in their position that we are all definitely finished with the U.A.W. and we all want to become members of the Teamsters Union. We have already told the U.A.W. People that we will not have them or any part of their organization for our bargaining agents.

We intend to have a union of some kind at this plant and the people prefer the Teamsters. If we cannot go Teamsters, then we will try to get district "5" out of Birmingham to represent us. Mr. Hoffa, we are begging and pleading for you to authorize the Teamsters representatives to represent us. It was to our own choosing that we decided not to go U.A.W. and we asked the Teamsters to represent us.

Page Two of -3- pages

There is approximately 700 employees at Autolite now. We the undersigned are the Union's Committee and we were asked to contact you again, and let you know that an overwhelming majority of the people want the Teamsters as their representative.

Mr. Hoffa, if we send you cards signed by a majority of the employees at this plant to phone to you that we want the Teamsters, then would you authorize a Teamster Representative to come in and represent us at this plant. We have read about you in the papers and watched you on television. We have watched closely the Teamsters Movements and their gains in membership and it is our opinion that you are for the working people and that your representatives will give us the best representation.

We would appreciate it very much if you would reconsider this matter since we have no other organization to represent us. at no time did ~~the~~ the U.A.W. have a majority of our people signed up. We realized after some of our people had signed U.A.W. cards that we were making a mistake and decided ~~we~~ we did not want them for our representative. At this point we were watching closely the Bowman Transportation Company and the Teamsters effort to organize them

Page Three of -3- pages

in Birmingham. That is when we definitely decided to go Teamsters.

We would appreciate your sending in a representative to contact us and would also appreciate it if you would give this your immediate attention and let us hear from you.

Yours Very Sincerely
Autolite Employees

Thea Ward
 Fay Caver
 Shirley Hamilton
 Jack Shields
 Wanda Sakbino
 Boby Bates
 David Hunter
 Anne Potter
 Joe Miller
 F. T. Anderson
 Bobby Miller
 Theaon Hamilton

Percy A. Thrasher
 William H. C. Thurgood
 Raymond H. McNamee
 Betty B. Phipps
 David Little
 [redacted]
 [redacted] Newton
 W. R. Stimmitt
 Jerry E. Mowbray
 Lurney Jackson
 W. C. Coy W. Bogle
 Roland Pagelsdale
 Billy M. Lewis
 C. W. Scott
 W. W. [redacted] & Holland
 Tracy W. Gillespie
 Eric Miller
 Max Shultz
 Willard Shulton
 D. C. Henton Jr.
 Jerry Taylor
 Ken [redacted]
 Scott Sathan
 James W. Smith
 Charles W. [redacted]

ADMINISTRATIVE FILE

*Affiliation Request to
X I.C.C. - Railway Clerks
X Krause, Charles C.
X Indiana Harbor Belt
Railroad*

May 14, 1962

Mr. Ray Schoessling
Int'l. Brotherhood of Teamsters
133 S. Ashland Boulevard
Chicago 7, Illinois

Dear Ray:

The attached is self-explanatory. It is
being sent to you for your information and action.

Faternally,

H. J. Gibbons
Executive Assistant
to the General President

HJG/mc

Enclosure

1405 Ridge Road
Homewood, Illinois
May 11, 1962

Mr. James R. Hoffa
25 Louisiana Ave., N.W.
Washington 1, D. C.

Dear Mr. Hoffa:

I am "currently" employed by the Indiana Harbor Belt Railroad at Blue Island, Illinois. I am also a member of Local 440 of the Brotherhood of Railway Clerks. We number about 200.

Our Local was just involved in a wholesale sellout. When members of our Local hired out on the Indiana Harbor Belt RR, we did so under station seniority. Now due to mechanization a Local from Gibson, Indiana claims the right to follow their work. There are five new jobs being put on at our station. As best as we can interpret our rules, the Gibson people should have first choice on these jobs, and consequently go on the bottom of our seniority roster. But, they are not only following their work, they are being merged, or dovetailed into our seniority roster. This is outrightly taking away our seniority rights.

At the meeting of the union and management, concerning this consolidation, of which we, the rank and file knew nothing about, our Local was not represented; but the Gibson Local was represented by none other than the Vice General Chairman, part of whose salary is paid by us and "who also holds seniority rights on the Gibson roster". This is just one of the many reasons why we believe this was a sellout.

We are currently trying to get a restraining order. If no restraining order is to be had the consolidation of rosters will go into effect May 15.

As you can probably see from the above, if I have made myself reasonably clear, our members are fed up with a union that conducts business in this manner. As we are exploring the idea of obtaining other representation, I am hereby requesting any information on the possibility of a Local such as ours joining the Teamster organization.

Waiting your earliest reply, I remain,

Fraternally yours,

Charles O. Krause

ADMINISTRATIVE FILE ✓

Off. alt. Request to
AFL-CIO - Carman's
Union (2589)

May 11, 1962

Mr. Nicholas Morrissey, Gen. Org.
International Brotherhood of Teamsters
650 Beacon Street
Boston, Massachusetts

Dear Sir and Brother:

The attached copy of letter received in this
office is being forwarded to you for your information.

Fraternally yours,

H. J. Gibbons
Executive Assistant to the
General President

HJG/yk
Enc.

m
Dear Sir,

I am a member of Local 589 Carman's Union in Boston. You have probably heard of our trouble with management. Many of us believe it was caused by the union we belong to through poor backing of our cause. There has been a great deal of talk to the effect that the members would like to see Local 25 of the teamsters take over this Local. I think that it can be done.

I don't dare to give my name and address because revenge is a thing that is being used as a weapon on this job, namely in the form of suspensions.

I believe that by sending men to the barns I mention a fair idea of the situation may be gained. I would start with the Salem st. barn then Somerville Garage, Bennett St. Fields Corner and so forth.

Hoping this is in line with your Thinking on this matter.

ADMINISTRATIVE FILE ✓

Affiliate, Request to
X Independent Union -
X Guards, Teamsters
(L. 1)
X Walker, Curtis W.

May 8, 1962

Mr. Curtis W. Walker, Sec. - Treas.
American Federation of Guards, Local No. 1
Room 218, 4157 West Fifth Street
Los Angeles 5, California

Dear Mr. Walker:

Thank you for your letter of May 2nd, discussing the possibility of amendments to the Taft-Hartley Law pertaining to Security Guards.

Please be assured that, in the event such action takes place, the Teamsters Union would look sympathetically upon any application of your organization to affiliate with our organization.

Fraternally yours,

James R. Hoffa
General President

JRH/mc

MESSAGE FOR SECURITY GUARDS

There are many Guard Contractors in the Southern California area who submit extremely low bids in order to secure a Guard contract, and base their low bids on their intention to pay their Security Guard Employees minimal wages.

There are some Guard Contractors in the area that would like to pay their employees a decent, living wage, but they are forced to also pay negligible salaries in order to compete with the substandard Contractors in the bidding.

A Company seeking a Guard service for the purposes of protecting millions of dollars in property, and for the purposes of creating a good image through the individuals, the Security Guards, that first greet a visitor or customer, would and should demand a Security Guard who can qualify mentally and physically and who should have the capability to obtain a Special Officers Commission from the Police or Sheriff's Department. Such top calibre employees cannot be obtained unless he receives a decent, living wage.

NOTE: There are presently in committee bills filed by four separate members of the House Committee on Education and Labor to amend Section 9 (B) (3) of the Labor Law pertaining to Security Guards. For your benefit and for the benefit of all Security Guards we urge you to write to your Congressman and ask for his support to amend Section 9 (B) (3) of the Taft-Hartley Act.

For information, call or write,

American Federation of Guards, Local #1
4137 West 5th Street
Los Angeles 5, California
Phone DU 7-3120
Curtis Walker, Sec. Treas.

WILLIAM A. COX
PRESIDENT

CURTIS W. WALKER
SECRETARY-TREASURER
BUSINESS MANAGER

AMERICAN FEDERATION OF GUARDS

LOCAL NO. 1
ROOM 2111, 2157 WEST FIFTH STREET
LOS ANGELES 15, CALIFORNIA
CHARTERED 1952

May 2, 1963

Teamsters International Union
25 Louisiana Avenue N.W.
Washington 1, D. C.

Attention of Mr. James R. Hoffa, President

Dear Sir and Brother:

I have been informed by Congressman Adam C. Powell that several bills dealing with Section 9(B)(3) of the Taft-Hartley Law pertaining to Security Guards have been referred to the Committee on Education and Labor.

Should these bills get out of Committee and become law this Guard's Union would like to seek and become a Local of the Teamsters International Union.

This Guard's Local has been in existence since the Taft-Hartley Law was passed, we have a membership of 1000, and we are well equipped and financially sound.

There is a possibility to double or triple the membership in this area if Section 9(B)(3) of the Taft-Hartley Law was amended.

Please let me hear from you.

Fraternally yours,

Curtis W. Walker

CWW:rh

CURTIS W. WALKER, Secretary-Treasurer
Business Manager

MAY 3 8 55 AM '63

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FILE

ADMINISTRATIVE FILE

*Affiliate Request to
Independent Union -
Bakery Workers*

April 26, 1962

Mr. M. W. Miller, Area Director
Southern Conference of Teamsters
1330 N. Industrial Blvd.
Dallas, Texas

Dear Sir and Brother:

With reference to your letter dated April 18, 1962 relating to the Bakery Workers Union desiring affiliation with the International Brotherhood of Teamsters, you have my approval to proceed with this matter.

Faternally yours,

James R. Hoffa
General President

JRH/yk

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS • WAREHOUSEMEN & HELPERS
OF AMERICA

OFFICE OF
MURRAY W. MILLER
YOUTH VICE PRESIDENT



April 18, 1962

1330 N. INDUSTRIAL BLVD
DALLAS 7, TEXAS

Mr. James R. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Sir and Brother:

Recently when General Organizer Mandoiza was in Shreveport, Louisiana, on a routine call he was contacted by a representative of the Bakery Workers Union who at the time told him he was interested in bringing his group into the Teamsters.

This local union covers Shreveport, Monroe, and Alexandria, Louisiana, but has only a couple of hundred members. I would like to know if we would be interested in issuing him a charter.

May I hear from you at your earliest convenience as to your wishes in this matter?

With best wishes, I remain

Fraternally yours,

Murray W. Miller

Murray W. Miller
Vice President & Area Director

MWM:bb

ADMINISTRATIVE FILE ✓

Affiliate Request to
X 2nd. CDO - Electrical Workers
X Soo Line Railroad
X Millimaki, Swante

April 19, 1962

Mr. Jack Jorgenson, President
Joint Council No. 32
706 First Avenue. N.
Minneapolis 3, Minnesota

Dear Sir and Brother:

The attached communication from Mr. Swante Millimaki is self-explanatory and is being sent to you for your information. Will you please tell Millimake that I was interested in receiving this material, although at the present time, we would not consider a raid on the IBEW. The future may bring some changes on this attitude.

Fraternally,

H. J. Gibbons
Executive Assistant
to the General President

HJG/mc

Enclosure

Minneapolis, Minnesota
April 11, 1962

Mr. Harold Gibbons
International Brotherhood of Teamsters
25 Louisiana Avenue
Washington 1, D. C.

Dear Sir:

Enclosed is a copy of the proposals the Railroad Electricians of Local 886 of the I.B.E.W. sent to the International Officers of our Union and to the various electrical locals in the Northwest of the United States.

The Electricians of the Soo Line Railroad in Minneapolis initiated this movement and hopes that other railroad electricians will actively support these efforts because of the widespread discontent of the railroad worker with his union.

Mr. Ramsey, our International Vice-President, acknowledged our letter by saying he was studying our proposals with great interest. We feel that we deserve more recognition than a form letter from our Union Executives. These proposals are not sent to you for consideration, but only to acquaint you to the frustrations of the railroad workers toward their union.

Local 886 is made up of 300 electricians from various railroads in Minneapolis. I am sure the electricians at the Shoreham Shops of the Soo Line Railroad will join another union if given the opportunity. The Soo Line Electricians number about 75 of which 35 work at the Shoreham Shops.

At our last Union Meeting I told the members the Electricians of the Soo Line Railroad were going to ask the Teamsters Union to send a representative to Minneapolis to instruct us in procedure for joining their organization. There seemed to be a lot of favorable comments from other railroad electricians to this announcement.

The Soo Line Electricians asked me to invite the Teamsters Union to consider sending a representative to Minneapolis for the purpose of taking the electricians into their organization. I would be willing to help your representative as much as possible. I have worked with organized labor since 1938. I helped organize the Iron Mines in northern Michigan and am a chartered member of Local 2656 of the United Steelworkers Union in Ishpeming, Michigan. Before moving to Minneapolis in February, 1961, I was Local Chairman of Railroad Local 528 in Milwaukee, Wisconsin, and from 1953 on I was General Chairman of Railroad Local 1721 I.B.E.W. in Marquette, Michigan.

I am giving you this resume of my labor background so that you might more readily believe my judgment and diagnosis of the railroad workers being ready for a change.

Sincerely yours,

Swante Millimaki
Swante Millimaki
Local Chairman
Shoreham Shops

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RECEIVED
VMS 12 8 11 W 125

I.B.E.W. Local 886
Minneapolis, Minn.
January 16, 1962

Mr. Baasay
International Vice-President I.B.E.W.

Subject: Proposals for
New Agreement

Dear Sir and Brother:

In acknowledgment of the strike ballots and the proposal included therein, the International Brotherhood of Electrical Workers of Local 886 is taking this opportunity to express their unsolicited opinions on this matter. We resent the fact that we are to approve proposals that have been drawn up by our union officers that are repetitions, inadequate and antiquated. Since the Union Shop Agreement has been in force, the rank and file members have been treated as captive labor and have not been invited to make suggestions toward their own welfare. Therefore, we have drawn up a few proposals that have been long overdue from our union agreements. We are sending you these proposals for your approval and we suggest you submit them for the Carriers consideration.

Proposal #1

Adjust inequities that exist in Electricians rates on railroads as compared to other major industries, for example --

Steel Industry Electricians rate	-	\$3.27
Airline Electrician	-	3.29
Brewery Workers, Electrician	-	3.33
Construction Workers, Electrician	-	3.50 - 3.75

These inequities were created during World War II. As a patriotic gesture the Electricians agreed to work without pay increase for the duration of the war. Furthermore, they worked six days a week without premium pay.

Proposal #2

Grant three weeks vacation for ten years service.

This proposal does not set a precedent in any major industry.

Proposal #3

Add Good Friday to the paid holidays, and all existing holidays be compensated for, whether they fall on an employees work week or not.

Under present agreement of paid holidays, the employee with the most undesirable rest days is discriminated upon when the holiday falls on his rest days.

2

Proposal #4

Grant sick leave with full pay, and that such sick leave shall be accumulative (patterned after the Civil Service Agreement).

The Carriers grant sick leave benefits to their Foreman and Executive Officers. Therefore, they should extend the sick leave benefits to the lesser paid employees who are less able to bear the financial burden of sickness.

Proposal #5

Raise the hourly rate by fifty cents in the Electricians Craft as compared to other crafts rates in the Railroad Industry.

Since the Carriers have Dieselized their locomotives, the Electricians have had to acquire a great deal more of technical knowledge to cope with their respective jobs. Therefore, this craft should be compensated for its initiative and additional knowledge. The Carriers admit that an Electrician hired from outside of the Railroad Industry cannot handle his job until he has had at least a years experience with the Diesel locomotive.

Proposal #6

Shift Differential

- (a) 10% differential rate of pay for the second shift
- (b) 15% differential rate of pay for the third shift
- (c) 15% differential rate of pay shall be paid for all work schedules that do not specify Saturday and Sunday as rest days.

(Subsection (a) and (b) have been recognized in most industries for a number of years. Subsection (c) is an inducement to the Carriers to begin conforming to the 1948 - forty-hour agreement, which stipulates that Saturday and Sunday shall be favored as the employees rest days.)

(In as much as our National leaders have lost touch with their constituents, we have compiled the average Electricians monthly budget for their information. This budget is based on twenty-two working days per month for a family of four. There are items listed that are family expenditures, but we didn't arrive at any averages on these items so we are not charging anything to them.)

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Twenty-two working days - total wages -----\$464.28

Federal Income Tax -	\$43.28)	
Minnesota State Income Tax -	8.39)	17% wages
Railroad Retirement Plan -	27.00)	withheld
House Payment or Rent -	100.00	
Heat -	25.00	
Union Dues -	5.00	
Telephone -	5.00	
Utilities -	12.00	
Car payments based on \$1500.00 for 3 years -	50.00	
Car Insurance -	12.00	
Car License -	3.00	
Gasoline, oil, etc. for car -	32.00	
Family Life Insurance -	15.00	
Dental Care -	10.00	
Church -	10.00	
Health Articles & Medicine -	10.00	
Doctors Office Calls -	5.00	
Family Clothing -	15.00	
Household Articles & Appliances -	15.00	
House Maintenance -	00.00	
Corrective Eye Glasses -	00.00	
Community Assessments for Services -	00.00	
Charity -	00.00	
Recreation -	00.00	
On the Job - Safety Apparel -	00.00	
College for Children -	00.00	
Total commitments less Food -	\$402.64	402.64

\$ 61.64

The average Electrician has \$61.64 a month to feed a family of four. This, of course, is an impossibility, so over 50% of the workers wives have to find jobs to help with food problems and other incidentals which may arise. The workers with small children at home have to find a second job and be content to own an old unsafe car to alleviate the food problem. These deplorable situations only add to our national youth delinquency and unemployment problems. We feel we should be paid a decent American wage so we may be an asset to our national economy.

Our national leaders make reference to our "American way of life", but we feel the Electricians have been excluded from this national category. The President of the United States is concerned over the unfitness of our youth. We are also concerned about our children, but we suggest a proper diet and medical care for them so that they may have the vitality to develop a better physique.

Because of our financial status we feel frustrated when our children cannot attend college. A recent survey revealed that it cost from two to three thousand dollars a year to send a student to college. This of course excludes our children from a higher education. If this situation is perpetuated only the rich shall have the right to the better positions and this nations dire need of skilled technicians will not be fulfilled from this small minority group.

The Interstate Commerce Commission has made numerous concessions to the Carriers in regard to their discontinuance of most passenger service, and has allowed the Carriers to consummate various mergers and co-ordination of facilities. Because of these concessions the Carriers now operate with a small fractional number of their former employees. We believe the Carriers sworn testimony before the Interstate Commerce Commission of the millions of dollars they would save if they were granted their request. The Carriers request have been granted and they are in excellent financial position to pay a decent wage to the few remaining employees in their service. Some of the Carriers have eluded the issue of their earnings by over-payment of their estimated Federal tax. This over-payment gives them a tremendous tax rebate which they neglect to list in their annual earnings.

The Electricians are not making requests that are over and above what other major industries are now paying. We feel our proposals are justified and should be taken under consideration or we shall be compelled to make inquiries into more progressive transportation organizations for assistance.

Fraternally yours,

I.B.E.W. Local 885

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JUL 10 1935

ADMINISTRATIVE FILE

✓
Affiliate, Request to
X at L-50 - Seligson
X McTadden, Roger

April 13, 1962

Mr. Jack Goldberger, General Organizer
International Brotherhood of Teamsters
240 Golden Gate Avenue
San Francisco, California

Dear Sir and Brother:

Attached is a communication which is
self-explanatory.

Will you quietly visit with this brother
and get his story.

Fraternally yours,

James R. Hoffa
General President

JRH/yh
Enc.

Seamus Unit
Rivers Annex, PO
San Francisco, Calif.
April 11, 1962

Dear Mr. Haffa,

This letter to you is something
that I have been wanting to write
for some time.

I am a merchant seaman
sailing off the West Coast with
the MC+S (Marine Cooks + Stewards)
AFL. It is headed by Ed. Thomas
Secretary + by Paul Hall, president. It
has approximately 5,000 members.

It has quite a history of mismanage-
ment, contention, etc etc. At present
we are on strike but it looks like
it will be settled soon.

There is a great deal of dissatisfaction
among the members with the present
officials. Elections are soon
coming up. I am 100% positive
that a little help from the

outside - 2- we could have real
representatives of the Seamen take
office and we could succeed from
the AFL and possibly into the
Teamsters & the members would help
But we must have some help!

We are ~~off~~ against a machine
and the members are being sold
out at the top

Help in the way of printed
literature, office space, etc is
needed.

Sincerely yours,
Roger Mc Ladden
Seamen's Unit
Rogers Annex
San Francisco, Calif.

Reverend Mr. Fiedler
Lutheran Synod
Knoxville, Tenn.
Knox, Tenn.



Mr. James H. Hays
International Brotherhood of Teachers
25 Louisiana Ave. N.W.
Washington, D.C.

RECEIVED
L. B. OF
C. V. & H. H.
APR 12 3 25 PM '62
OFFICE OF
GENERAL INVESTIGATION

NO. 50986
REGISTERED
RETURN RECEIPT 50986

AIR MAIL



ADMINISTRATIVE FILE

Affiliate Request to
Aff. CSO - Malheur
x Shepard, Orson C.

April 13, 1962

Mr. George Mock, Vice President
International Brotherhood of Teamsters
1722 J Street
Sacramento 14, California

Dear Sir and Brother:

The attached copy of communication is self-explanatory.

Can you arrange to talk to Mr. Shepard at your earliest
convenience.

Fraternally yours,

James R. Hoffa
General President

JRH/yk
Enc.

Oroville Calif.

April 9-62

James R. Hoffa
25 Louisiana Ave
N.W.
Washington D.C.

Dear Sir:- My Name is
Orson C. Shepard. I am a Member
of the International Association
of Machinists. My Card Number
is 352961 - I am a Rail Road
Machinist and I joined in 1915.
The Rail Road branch of the
I.A. of M. has become stalemated
and I think it has become
completely forgotten by our
grands.

Their by word is - we are
up against a stone wall.

Our general Chairman
has traded off our work till
there is nothing left to trade
and now to gain anything

2
it will take action, some
thing our organization does
not possess.

It seems they are so busy
with the banking business
they have forgotten the rank
and file except for our dues.

I am writing to you because
I feel we are both interested
in the same field of industry,
transportation.

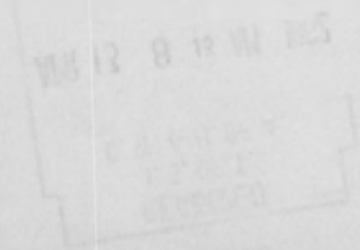
I know you have a very
strong union and I feel
that together, the Teamsters and
Machinists we could accomp-
lish a lot together. I am not
trying to push a way into
the Teamsters but I feel we
could be a very effective
organization. Grouped together
I have talked to several
Machinist in our shop and

3

As so many agreed with
me I could not help but
write to you. We feel the
forgotten union is ripe
and ready for the picking.
What we have is nil.

Would appreciate hearing
from you if you think
my idea is worthy.

Sincerely yours
Orson C. Shepard
2224-B-St.
Croville
Calif.



ADMINISTRATIVE FILE

*Off. letter Request to
Continental Can Co., Inc.
232-000 - Machinery
2512*

February 6, 1962

Mr. Paul H. Hall, Sec. - Treas.
Teamsters Local Union No. 512
907 W. Adams Street
Jacksonville 4, Florida

Dear Sir and Brother:

Referring to my telephone conversation with you this morning concerning one hundred fifty employees of the Continental Can Company, it occurred to me that you might be able to get the local Chairman to contact the chairmen of the other units.

Fraternaly yours,

James R. Hoffa
General President

JRH/yh

APPLICATED WITH
INTL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA
SOUTHERN CONFERENCE OF TEAMSTERS
JACKSONVILLE BUILDING TRADES COUNCIL
TRUCK DRIVERS, WAREHOUSEMEN & HELPERS OF JACKSONVILLE

JAMES E. DAVIS
PRESIDENT

Local Union



Number 512

PAUL H. HALL
BUSINESS MANAGER AND
SECRETARY-TREASURER

PHONE 114th 3-4266 907 W. ADAMS STREET
JACKSONVILLE 4, FLORIDA

February 1, 1962.

Mr. James R. Hoffa, Gen. President,
International Brotherhood of Teamsters,
25 Louisiana Ave., N. W.,
Washington 1, D. C.

Dear Sir and Brother:

You will find enclosed copies of Master Agreements
between Continental Can Company, Inc. and International Associa-
tion of Machinists AFL-CIO.

There are approximately one hundred fifty employees
involved in this unit and they have unanimously requested to be
admitted to the Teamsters Union as quickly as possible.

Would you please give me an answer at your earliest
convenience on the above. I am,

Faternally yours,

Paul H. Hall
PAUL H. HALL,
Secretary-Treasurer

PHH:ehf
encls.

*July 4 -
Oct 1, 1962*

CONTINENTAL CAN COMPANY, INC.



and

INTERNATIONAL ASSOCIATION
OF MACHINISTS
AFL-CIO

*Master
Agreement*

February 24, 1960 to November 30, 1962

CONTINENTAL CAN COMPANY, INC.

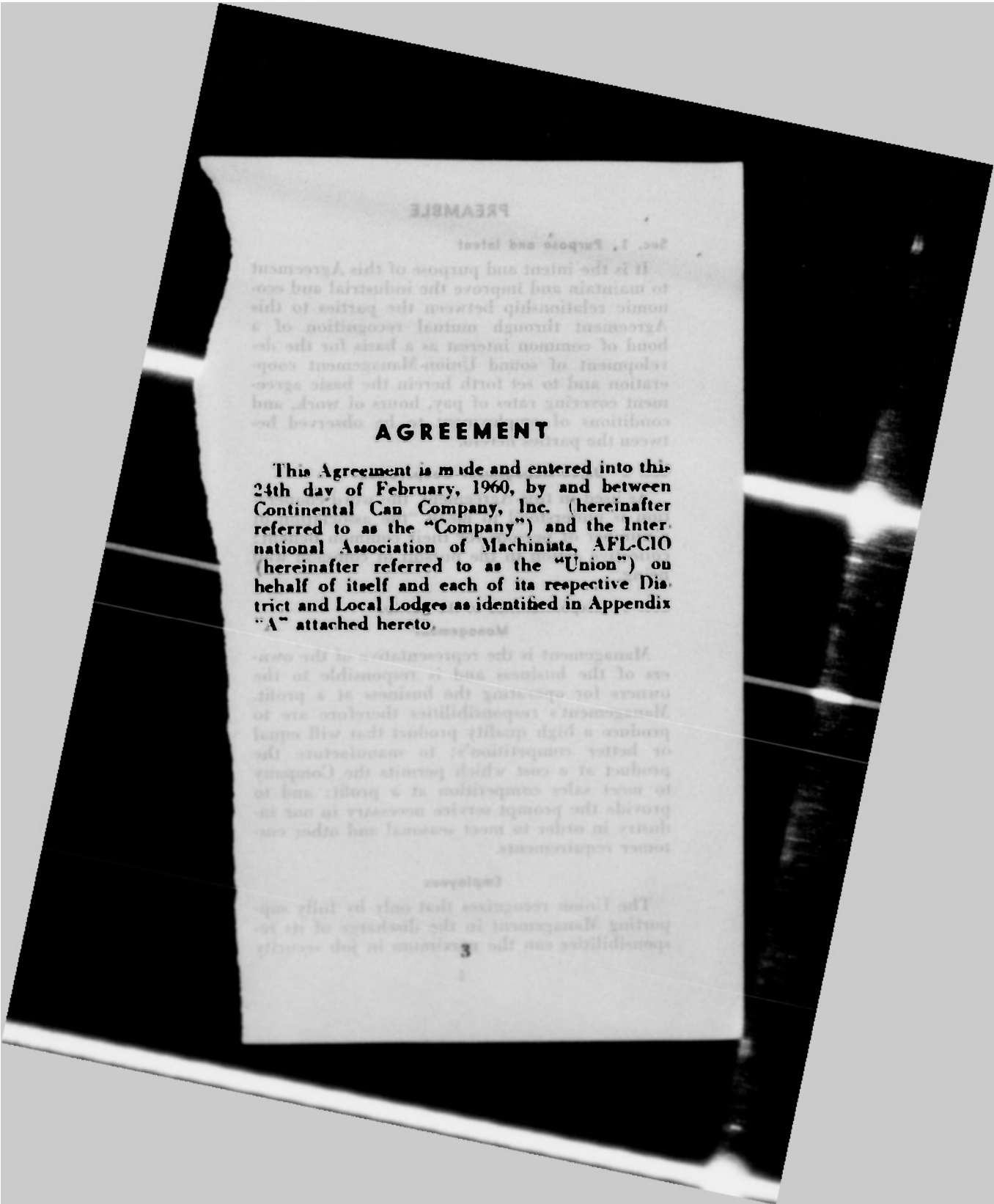


and

INTERNATIONAL ASSOCIATION
OF MACINISTS
AFL-CIO

*Master
Agreement*

February 24, 1960 to November 30, 1962



PREAMBLE

Sec. 1 Purpose and Intent

It is the intent and purpose of this Agreement to maintain and improve the industrial and economic relationship between the parties to this Agreement through mutual recognition of a bond of common interest as a basis for the development of sound Union-Management cooperation and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

Sec. 2 Union-Management Cooperation

As used in this Agreement, the word cooperation is understood to mean "the association of a number of persons for their common benefit; collective action in the pursuit of common well being."

Sec. 3 Responsibilities of the Parties

Management

Management is the representative of the owners of the business and is responsible to the owners for operating the business at a profit. Management's responsibilities therefore are to produce a high quality product that will equal or better competition; to manufacture the product at a cost which permits the Company to meet sales competition at a profit; and to provide the prompt service necessary in our industry in order to meet seasonal and other customer requirements.

Employees

The Union recognizes that only by fully supporting Management in the discharge of its responsibilities can the maximum in job security

and other benefits for members of the bargaining unit be secured. Therefore, as their part in the accomplishment of these objectives, it is necessary that all employees:

- (a) Be in attendance and punctual for scheduled work hours unless unavoidably prevented.
- (b) Give such effort to their work as is consistent with reasonable labor standards.
- (c) Avoid waste in the use of materials and supplies.
- (d) Maintain and improve quality standards.
- (e) Assist in preventing accidental injury to themselves and others.
- (f) Cooperate in the installation of methods and technological improvements and suggest other improvements where possible, it being understood that the Company will make such installations after advising the Union, and will cooperate in placing any employees whose jobs are eliminated through such methods or technological improvements.
- (g) Where opportunity affords, assist in building good will between the Company, the Union, other employees, the customers and the public.

Sec. 4 Production Standards and Methods

The Union recognizes that it is Management's responsibility to establish quality, production and labor standards, to establish the most efficient methods of production, and to install and maintain the most efficient manufacturing equipment. The Union pledges its cooperation in the attainment of such standards and methods.

ARTICLE I RECOGNITION

Sec. 1 Bargaining Unit

The Company recognizes the Union as the sole and exclusive bargaining agency for all of its employees in the bargaining unit, for the purpose of collective bargaining with respect to rates of pay, hours of work or other conditions of employment.

The bargaining unit includes all employees working on jobs included in the respective local bargaining units as defined in Appendix A.

Sec. 2 No Bargaining with Other Groups

During the period of the present Agreement the Company agrees not to bargain with any other group regarding rates of pay, hours of work or other conditions of employment of such employees as are covered by this Agreement.

Sec. 3 Work by Excluded Persons

Persons whose regular jobs are not in the bargaining unit will not work on any jobs for which rates are established by this Agreement, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available.

Sec. 4 Exemption for Specialized Work

The provisions of this Article I shall not apply to persons who may be temporarily working in plants covered by this Agreement where work is directly connected with new construction, expansion of existing facilities or buildings or in connection with other work requiring specialized knowledge or skills.

Sec. 5. Work by Trainees

In view of the Company's Supervisory Training Program, it may be necessary for the Company to place in certain locations persons with specialized training or education as sales, staff, engineering or manufacturing trainees. Such trainees are not under the scope of this Agreement, but may during their course of training perform work in any classification covered by the bargaining unit. An employee who would otherwise be working on the job being performed by a Supervisory Trainee will "stand by" while his job is being performed. If the regular employee is assigned by Local Management to instruct the Supervisory Trainee, the Instructor's rate will apply in accordance with Article VIII Sec. 5 during the time he is assigned to work as an Instructor. The Local Union will be notified of all Supervisory Trainees in a plant and their schedules.

ARTICLE II NO DISCRIMINATION

The Company and the Union agree that there will be no discrimination against any employee because of race, creed, color, sex, national origin, union membership or union activity.

**ARTICLE III LOCAL AGREEMENTS,
CUSTOMS AND PRACTICES**

This Agreement supersedes all local agreements. Nothing shall be the subject of local determination except as may be specifically authorized in this Agreement.

Local customs and practices which have been established by mutual understanding between the Local Management and Local or District Lodges and which are not in conflict with spe-

cific provisions of this Agreement shall remain in effect during the term of this Agreement.

Existing customs and practices with respect to the following matters are contained in local memoranda and by reference are part of this Agreement:

- Local Seniority Unit or Units
- Layoff and Recall Procedure
- Rate Retention Practices
- Promotion Procedure
- Transfer Procedure
- Relief and Meal Periods
- Overtime Distribution Practices
- Transfers Between Shifts
- Grievance Representatives

Exceptions to the specific provisions of this Master Agreement which have been agreed to in these national negotiations shall also be contained in the local memoranda.

ARTICLE IV UNION SECURITY

Sec. 1 Conformance with Law

The provisions of this Article IV shall be effective with respect to each local unit to the extent permitted by applicable provisions of federal and state laws.

Sec. 2 Union Membership

All employees covered by this Agreement shall on the 31st day following the effective date of this Agreement or on the 31st day following the beginning of their employment, whichever is later, become and remain members of the Union in good standing as hereinafter set forth as a condition of employment.

Sec. 3 Definition of Good Standing

(a) To keep his membership in the Union in good standing, an employee must pay the required initiation fee and membership dues uniformly required of all members.

(b) For the purposes of Section 2 above, an employee shall not be deemed to have lost his membership in the Union in good standing until the Local Financial Secretary or Secretary-Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company a notice in writing of that fact.

Sec. 4 Check-Off

(a) The Local Financial Secretary or Secretary-Treasurer of the Union will notify the Company as to the initiation fees and monthly dues for each employee who has authorized such deductions in writing. All check-off authorization forms received from employees by the Union during any one month shall be submitted to the Local Management to make for first deductions. The Union and the Local Management will agree on the time. The amount from the employee's pay must be deducted on the check-off authorization form specified on initiation fees to such representative of the Union as shall be designated in writing to the Company by the Union. The Local Management will deduct each month the monthly Union dues and initiation fees for each member who has authorized such deductions in writing.

(c) A check-off authorization once made by an employee shall not be revoked by him for one year from the date it was signed by him or until the termination date of this Agreement, whichever is earlier. Notice of any such revocation shall be made by the employee in writing and the employee shall send a copy to the Company and a copy to the Financial Secretary or Secretary-Treasurer of the Local Union. Revocation shall become effective for the month following the month in which such written notice is received by the Company.

(d) The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that might arise out of, or by reason of, action taken, or not taken, by the Company in reliance upon the check-off forms or any written information furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.

Sec. 5 Union Activity During Working Hours

In order not to interfere with production, the Union agrees that neither it nor any of its officers or members will solicit membership in the Union or engage in other Union activities during working hours except as may otherwise be specifically provided for in this Agreement.

Sec. 6 Copies of Agreement

In order that each employee may be made familiar with the Union Security and other provisions of this Agreement and his rights and responsibilities thereunder, the Company will provide each employee with a copy of the Union Agreement.

ARTICLE V MANAGEMENT

Subject to the provisions of this Agreement, the Company shall manage the plant, direct the working forces, plan, direct and control the plant operations, hire, promote and demote, discipline, suspend or discharge for just cause, relieve employees from duty because of lack of work and for other legitimate reasons, introduce new and improved production methods or facilities or change existing production methods or facilities, improve quality, reduce costs, and establish and attain reasonable work and production standards.

ARTICLE VI HOURS OF WORK

Sec. 1 Purpose

This Article defines the hours of work and is not a guarantee or limitation of hours of work per day or per week.

Sec. 2 Definition of Day and Work Day

A day is the twenty-four (24) hour period beginning with the start of the employee's shift. The "basic work day" is eight (8) consecutive hours of work in the twenty-four (24) hour period, broken only by the established meal period.

Sec. 3 Definition of Work Week

The "basic work week" is made up of five (5) basic work days, Monday through Friday. By agreement between the Local Union and Local Management the "basic work week" for certain employees may begin on a day other than Monday.

Sec. 4 Shift and Work Schedules

Local Management will endeavor to arrange shift and work schedules mutually satisfactory

to both parties and, where possible, will discuss necessary changes with the Local Union as far in advance of such changes as is practical. The foregoing does not apply to changes in individual crew, or line schedules. The Union and the employees affected by such changes will be notified as far in advance as possible.

Sec. 5 Short Third Shift

(a) If Management schedules a short third shift due to continuous operations (around the clock on production lines) it will begin immediately following the regular second shift. Instead of the work day and work week established in Sections 2 and 3 of this Article VI, the special work day and work week schedules for the short third shift employees assigned to lines on production will be on the following basis:

On a five (5) day work schedule, the short third shift schedule for each of the first four (4) days will be six and one-half (6½) hours, excluding meal period, and the schedule for the fifth (5) day will be eight (8) hours excluding meal period.

On a six (6) day work schedule, the short third shift schedule for each of the first five (5) days will be six and one-half (6½) hours, excluding meal period, and the schedule for the sixth (6) day will be eight (8) hours excluding meal period.

On a seven (7) day work schedule, the short third shift schedule for each of the seven (7) days will be six and one-half (6½) hours excluding meal period.

Employees scheduled to work on the short third shift will receive eight (8) hours pay as specified in the foregoing, provided they work the shift as scheduled. In addition, they

will receive the night shift differential of twelve and one-half (12½) cents for eight (8) hours.

(b) Employees working in the following classifications shall be scheduled on the basis of the normal eight (8) hour shift—eight (8) hours of work exclusive of the meal period—whenever required to work on the third shift:

Watchmen	Jobs in Plant Maintenance
Janitors	Departments
Machine Cleaners	Jobs in Plant Machine Shops
Car Bracer	Maintainers on repair or over-haul work

However, if any employees who are classified in any of the above occupations are assigned to work on production lines, which are operating on a short third shift basis, they will be considered as assigned to the short third shift.

(c) Short third shift employees who are required to work before or after the recognised hours of the short third shift will be paid one and one-half (1½) times their straight time hourly rate for all such hours worked which will be in addition to the eight (8) hours pay for six and one-half (6½) hours worked.

(d) Computations of holiday hours and pay, and vacation hours and pay, shall be made for short third shift employees as though they were working the basic work week and at the rates of the regular third shift.

Sec. 4 Definition of Shifts for Application of Shift Differential

This Section is used only to determine when shift premiums apply and has no reference as to when the starting time of shifts are established.

A shift starting on or after 6:00 a.m. but before 10:00 a.m. is a first (or day) shift. A shift

starting on or after 10:00 a.m. but before 6:00 p.m. is a second (or afternoon) shift. A shift starting on or after 6:00 p.m. but before 6:00 a.m. is a third (or night) shift.

Sec. 7 Day of Shift

A shift shall be considered as worked on the calendar day on which it begins, except that any third shift shall be considered as having been worked on the same calendar day as the preceding first and second shifts.

Sec. 8 Relief and Meal Periods

Present practices on scheduling of employee's relief and meal periods will be continued.

Sec. 9 Lunch Period Within Five Hours

(a) A lunch period, without pay, of not less than thirty (30) minutes will be allowed employees within their first five hours worked on any shift. Employees who are assigned by Local Management to work beyond their first five hours without a lunch period will be paid one and one-half (1½) times their regular straight time rate for all time worked beyond the first five hours until they have a lunch period.

(b) This Section will not apply to an employee working on a shift which includes a paid lunch period regardless of whether an actual lunch period is provided.

ARTICLE VII OVERTIME

Sec. 1 Definition of Regular Straight Time Hourly Rate

The straight time hourly rate means an employee's straight time hourly base rate plus applicable shift premium and cost-of-living adjustment, if any.

Sec. 2 Hours Worked in Excess of Eight

For all hours worked in excess of eight (8) in one day, an employee will be paid one and one-half ($1\frac{1}{2}$) times his regular straight time rate except where higher overtime rates are now being paid.

Sec. 3 Hours Worked in excess of Twelve

For all work in excess of twelve (12) hours in one day, an employee will be paid two (2) times his regular straight time hourly rate.

Sec. 4 Exceptions to Daily Overtime

(a) When an employee is permitted by Local Management to (1) change from one shift to another at his own request or (2) to avoid lay-off when a shift is curtailed or discontinued, and the new shift on which he starts is within the same twenty-four (24) hour period as his preceding shift, overtime provided under Sections 2 and 3 will not be paid. However, the starting time of the new shift will start a new twenty-four (24) hour period for the purpose of determining overtime.

(b) Four (4) hour shifts worked on Christmas and/or New Year Eve which fall within the same twenty-four (24) hour period as the previous shift worked shall not be paid on an overtime basis.

Sec. 5 Sixth or Seventh Day Overtime

(a) Where the work week of an employee begins on Monday, the Company will pay one and one-half ($1\frac{1}{2}$) times the regular straight time hourly rate for all work performed on Saturday and two (2) times the regular straight time hourly rate for all work performed on Sunday.

(b) Overtime practices pertaining to week-end assignments in the Cannery Equipment Service Department 62 will remain in effect without change.

(c) Where the established work week of an employee begins on a day other than Monday, the Company will pay one and one half (1½) times the regular straight time hourly rate for all work performed on the sixth day of his work week and two (2) times the regular straight time hourly rate for all work performed on the seventh day of his work week.

(The above paragraphs (a) and (c) apply except where higher overtime rates are now being paid.)

Sec. 6 No Pyramiding

Payment of overtime and premium rates shall not be duplicated for the same hours. Payment of overtime or premium pay for any hour or part of an hour excludes that time from consideration for overtime or premium pay on any other basis. When two or more provisions of overtime or premium compensation are applicable to the same hours, only the provision which results in the highest overtime or premium payment will be paid.

Sec. 7 Distribution of Overtime

Present practices on the distribution of overtime shall continue in effect. If, in any local bargaining unit, it is shown that an employee has not properly shared in the distribution of overtime, the Local Management will make adjustment in future overtime schedules. The Local Union will cooperate with the Local Management in meeting overtime schedules by leading whatever assistance is necessary to meet such schedules.

ARTICLE VIII WAGES

Sec. 1 Wage Scales

The hourly wage rates as established by this Agreement for the respective job classifications at the locations covered by this Agreement, and the effective dates thereof, shall be incorporated in a local wage exhibit at each plant.

Pursuant to negotiating this Master Agreement for the local bargaining units which appear in Appendix A of this Agreement, the parties agree that the jobs which have been classified and which are exhibited in each local memorandum executed in conformance with the terms of this Master Agreement, have been classified jointly on the basis of a uniform relative ranking program which shall hereafter be maintained by the Company. The only exceptions to the rankings referred to above are indicated by an asterisk on the local job ranking exhibit.

Sec. 2 Basis for Establishing Wage Rates

This Section sets forth the basis on which existing wage rates have been established and on which rates for new and changed jobs will be established.

It is recognized that the greatest opportunity for increased job security, wages and other benefits for the employees covered by this Agreement will result from increased productivity. Such increased productivity must, to a large degree, result from improved materials and manufacturing processes, and increased productivity on the part of individual employees. The Company has a responsibility to its employees to see that the above improvements are accomplished and the employees and the Union have a responsibility to assist the Com-

pany in the accomplishment of these improvements by fulfilling the basic principles of a full day of effort on the part of each employee.

It is understood and agreed that hourly wage rates are established on the basis of the employee performing the highest primary function of the job at a reasonable pace; further, that rates have been and will be established without regard to the factors of speed of operations or employee workload.

Sec. 3 New or Changed Jobs

It is recognized that changing conditions and circumstances may from time to time require the establishment of wage rates for new positions created or the changing of wage rates because of combining jobs or due to major changes in methods or equipment which cause a material change in the work content and/or other attributes which are requirements of the job. In the event that the Company establishes a new job or substantially changes an existing job, the following procedure shall apply:

(a) A rate will be established as agreed upon between the Company and the Union. In setting the rate the Company and the Union will base their determination on the requirement of performing the highest primary function of the job, at a reasonable pace, without regard to the factors of speed of operation or employee workload. It is recognized that changes in manufacturing methods may decrease the job requirements, leave the job requirements unchanged, or increase the job requirements. It is agreed by the Company and the Union that job rates for new or changed jobs shall relate to established rates of jobs with like or similar job requirements.

(b) Management will inform the Union of the reason for changing an existing job or establishing a new job. Management will develop a job description and a rate for the new or changed job and put it into effect for a trial period of thirty (30) days of operation. The Union will cooperate fully in giving the change a fair trial.

(c) Within ten (10) days after such trial period, the Union may file a grievance, in accordance with the procedure established in Article XIII, Grievance Adjustment, to correct any alleged inequities in the rate. The rate will remain in effect until the grievance is settled; and, if any change is made, it will be retroactive to the date the rate was first established.

(d) For the purpose of this Section it is understood that in the event the parties fail to agree the grievance will be submitted to a joint committee comprised of representatives from the International Office of the Union and the Head Office of the Company who will attempt to reach agreement on the job rate. In the event the joint committee fails to agree on a job rate the matter will be referred back to the Local Union for arbitration if so desired.

Sec. 4 Group Leaders

(a) The term "group leader" as used herein refers to a job on which the employee has the responsibility of directing the work of a group of employees on other hourly jobs and may be required to perform some of the same work as that of the group directed. The direction generally consists of activities such as required to:

1. Plan work to be performed by the group.

2. Determine "on-the-job" working procedures in case of repair and maintenance work.
3. Arrange for necessary tools, supplies and facilities.
4. Assign and instruct members of the group.

Such direction does not include activities such as being required to:

1. Hire, promote, demote, suspend or discharge members of the group.
2. Represent the Company in handling employee grievances.
3. Determine the schedule of hours, days and weeks during which members of the group shall work.

(b) In determining the rate of a group leader job, the following shall apply:

1. Consider all jobs in the group to be led and select the highest classified job within the group for which the group leader must be qualified and on which the group leader may be required to perform from time to time, such job being termed the "basic job" from which to determine the rate of the group leader job.

2. An employee designated by the Company as a group leader will be paid as follows: (1) the standard hourly rate of three job classes higher than the standard hourly rate of his regular job, or (2) the standard hourly rate of three job classes higher than the standard hourly rate of the "basic job" within the group defined above, whichever is higher.

(c) The designation of an employee to the job of group leader will not be considered an

employee's regular job, hence he will be paid the differential provided above only for those shifts actually worked as a "group leader" when so assigned by the Company. An employee assigned as "group leader" for part of a shift will be paid as a group leader for the entire shift. No rate retention practices shall apply.

The Company will determine when or where group leaders are required. In selecting group leaders it is recognized that included within the requirements of ability to perform the required work is the ability to perform satisfactorily the duties of group leader as set forth in this Sec. 4. While preserving its right to select group leaders, Local Management shall, to the extent practical, follow seniority in so doing.

Exception to this Section

An employee who prior to the date of signing this Agreement received a rate for performing as group leader which is in excess of the rate provided for group leaders in this Agreement shall be paid such rate when he is assigned as a group leader.

Sec. 5 - Instructors

(a) The term "instructor" as used herein refers to an hourly rated job established with the primary function being to teach trainees or other employees:

1. under classroom circumstances;
2. on the job under plant operating conditions.

This term "instructor" will not apply to employees working on jobs wherein the basic duties contain the responsibility for giving directions to others, such as teaching apprentices a trade, and giving instruction and direction to

assistants, helpers, operators, machine tool operators, etc.

(b) An employee designated by the Company as an instructor will be paid as follows:

1. The standard hourly rate of two job classes higher than the standard hourly rate of his regular job, or
2. The standard hourly rate of two job classes higher than the highest standard hourly rate of any of the jobs on which the employees are being instructed, whichever is higher.

(c) The designation of an employee to the job of "instructor" will not be considered an employee's regular job, hence he will be paid the differential provided above only for those shifts actually worked as an "instructor" when so assigned by the Company. An employee assigned as "instructor" for part of a shift will be paid as an instructor for the entire shift. No rate retention practices will apply.

Sec. 6 Pay Practices on Transfers and Reassignments

It is agreed that pay practices currently in effect at each of the locations covered by this Agreement, with respect to transfers or reassignments of employees from higher to lower rated jobs or from lower to higher rated jobs, will be continued in effect unless and until changed by mutual agreement. Such existing practices shall be reduced to writing and shall become a part of this Agreement.

Sec. 7 Report Pay

(a) *Notification to Report*

1. Any employee who is not specifically in-

structed by the end of the last shift he worked or at least twelve (12) hours before his regular starting time not to report for work shall be considered as having been scheduled to report for work.

2. Any employee who is absent from work must notify the Personnel Department of his intention to return to work in order to be eligible for pay provided in (b) or (c) below. This notice must be received at least one (1) hour before the end of the day shift preceding the day he intends to return to work.

(b) Pay When No Work Is Available

If the work for which the employee was scheduled to report is not available or if no substitute work within his qualifications to perform is available, he shall be paid for eight (8) hours work. If the employee refuses the substitute work, he will not get the eight (8) hours pay.

(c) Pay When Some Work Is Available

If the employee actually begins work at the start of a shift and the work for which he reported or the substitute work within his qualifications to perform lasts less than eight (8) hours, he shall nevertheless be paid for eight (8) hours. If, after beginning work, the employee refuses to accept the substitute work in order to complete eight (8) hours work, he shall be paid only for the actual time worked.

This Paragraph (c) shall not apply when by mutual agreement the plant works four (4) hour shifts on Christmas and/or New Year's Eve.

(d) Applicable Rate

The pay for work referred to in Paragraphs (b) and (c) above will be the straight

time hourly rate for the job the employee was scheduled to report on except where the work for which the employee was scheduled would have been paid for at overtime rates, in which case it will be paid for at the applicable overtime rate but only for four (4) hours.

(e) Circumstances Outside the Company's Control

The provisions of this Section shall not apply if failure to provide work is due to circumstances outside the Company's control such as but not limited to fire, flood, storm, failure of utilities or a labor dispute.

Sec. 8 Call-Out Pay

If an employee is recalled for emergency work after having completed his regular shift and has left the Company premises, he shall be paid double time for all hours worked on recall up to the time that he ordinarily would begin his next regular shift. In any case, he shall be paid for not less than two (2) hours at double time, except that he shall only be paid for the actual hours worked if called in less than two (2) hours before the starting time of his scheduled shift.

The work day practices for 62 Cannery Equipment Service and 63 Can Handling Systems Department employees when assigned outside service are excepted from this Section.

Sec. 9 Pay for Jury Duty

The Local Management shall pay an employee, provided he would otherwise be working, who is required for jury service, for each day of service, the difference between his average straight time hourly rate for the number of hours he normally works on his regular shift

(and would have worked had he not been performing jury service), but not more than eight (8) hours, and the payment he receives for jury service. The employee must present proof of service and the amount of jury pay received.

Average straight time pay will be figured on the basis of the employee's pay for the hours actually worked during the last week in which he did any work before he was called to jury service.

This Section will not apply where an employee voluntarily seeks jury service.

Sec. 10 Shift Differentials

A shift differential of 10¢ per hour will be paid each employee for hours worked on a second shift, and 12½¢ per hour for hours worked on a third shift. Shifts shall be defined in accordance with Sec. 6 of Article VI (Hours of Work).

Exceptions: Shift differentials being paid prior to the date of the signing of this Agreement which are in excess of the shift differentials provided for in this Section shall remain in effect without change during the term of this Agreement.

Sec. 11 Cost-of-Living

The cost-of-living adjustments in each local unit which are now seventeen cents (\$.17) per hour shall remain at that level without change until January 1, 1961. Those cost-of-living adjustments which are below seventeen cents (\$.17) per hour shall be increased to seventeen cents (\$.17) by October 1, 1960 in accordance with the provisions of the local wage agreements entered into under the terms of this Agreement. Changes in the cost-of-living adjustment will be based upon the rise or fall of the Consumer

Price Index of the Bureau of Labor Statistics. There shall be added to the straight time hourly earnings of each employee a cost-of-living adjustment in accordance with the following table and limits:

B.L.S. Consumer Price Index	Cost-of-Living Adjustment
122.0 — 122.4	13¢
122.5 — 122.8	14
122.9 — 123.3	15
123.4 — 123.7	16
123.8 — 124.2	17
124.3 — 124.6	18
124.7 — 125.1	19
125.2 — 125.5	20
125.6 — 126.0	21
126.1 — 126.4	22
126.5 — 126.9	23
127.0 — 127.3	24
127.4 — 127.8	25
127.9 — 128.2	26

and so forth with a one cent change in the adjustment for each 0.4 or 0.5 point change in the index, whichever is appropriate, based upon the sequence of changes set forth in the above table.

Changes in the cost-of-living adjustment shall be made if appropriate commencing with the first pay period beginning after January 1, 1961 and January 1, 1962 based upon the Consumer Price Index as of May 15, 1960 and May 15, 1961 respectively.

No decrease in the cost-of-living adjustment shall be made unless the Consumer Price Index drops sufficiently to provide for a two (2) cent reduction in the cost-of-living.

As a limitation on the foregoing the maximum total adjustment which can become effective on January 1, 1961 is twenty (20) cents and

on January 1, 1962, twenty-three (23) cents including the cost-of-living adjustment effective immediately prior to these dates.

(The provisions of this Section are not applicable to Seattle 31.)

ARTICLE IX HOLIDAYS

Sec. 1 Recognized Holidays

The following shall be considered holidays under this Agreement:

New Year's Day	Election Day
Good Friday	(first Tuesday after the first Monday in November)
Memorial Day*	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

* By local agreement another day of greater local significance may be substituted. Present practices of other substituted holidays will remain in effect. Such substituted holidays are not subject to change during the life of this Agreement.

If any of these holidays falls on Sunday, the following Monday will be considered the holiday.

Sec. 2 Pay for Unworked Holidays

An employee who does not work on a holiday listed in Sec. 1 above shall be paid for that holiday for the number of straight time hours he normally works on his regular shift but not more than eight (8) under the following conditions:

(a) If the Local Management finds it necessary to schedule an employee to work on a holiday and the employee does not report for work that day, he will not get any pay for the

holiday unless he fails to report or to perform such work because of illness or because of death in the immediate family (mother, father, mother-in-law, father-in-law, children, brother, sister, husband, wife, or grandparents), or because of similar good cause.

(b) If a holiday occurs when an employee is absent due to sickness, absent on an approved leave of absence or absent due to layoff, he will be paid for that holiday provided that he must have worked during the calendar week in which the holiday occurs or the prior calendar week.

An employee who is absent because of industrial injury sustained while in the employ of the Company will be paid for any holiday falling within the regular waiting period preceding payment of Workmen's Compensation provided the Plant Nurse or Doctor authorizes the absence and during the period he is being paid regular weekly Workmen's Compensation. (This does not include any period covered by installment payments of award settlements.)

(c) Holiday pay allowance shall be computed on the basis of the average straight time earnings per hour for the hours actually worked during the last full week worked before the week in which the holiday falls.

Exception to rule herein

An employee who is terminated prior to a holiday and prior to his acquiring continuous service shall not be paid for that holiday.

Sec. 3 Holidays During Vacation

If any of the eight recognized holidays for which an employee would have been paid though he did not work occurs during the employee's vacation, he shall be paid for the holiday.

day not worked on the same basis as he would have been had the holiday not occurred during his vacation. This is in addition to his vacation pay.

An employee may, however, be allowed an extra day's vacation with pay instead of the extra day's pay if he arranges for it with Local Management before leaving on his vacation and if it will not interfere with the plant vacation schedule.

Sec. 4 Pay for Holidays Worked

An employee who is required to work any of the observed holidays will receive the holiday pay provided for in Sec. 2 above. In addition, he will receive one and one-half ($1\frac{1}{2}$) times his regular straight time hourly rate for the first eight (8) hours of work and two and one-half ($2\frac{1}{2}$) times his regular straight time hourly rate for all hours he is required to work over eight (8).

ARTICLE X CONTINUOUS SERVICE

Sec. 1 Definition

The term "continuous service" as used in this Agreement represents continuous service with the Company and means, unless otherwise specified, service prior to retirement calculated from the employee's last hiring date (that is, in the case of a break in continuous service, continuous service shall be calculated from the date of re-employment following the last break in continuous service) in accordance with the Company's established practices prior to the effective date of this Agreement, and thereafter in accordance with the following provisions:

(a) There shall be no deduction for any time lost which does not constitute a break in con-

tinuous service except the portion of any continuous absence in excess of two (2) years (in event of removal of a break in continuous service) and except time on pension under this Agreement or any other pension or retirement plan of the Company.

(h) Continuous service shall be computed to the nearest full month, with any fractional part of a month of less than fifteen (15) days disregarded.

(c) Continuous service shall be broken by:

1. Quit; or
2. Discharge for just cause, provided that if the employee is rehired at the same plant within six (6) months, the break in continuous service shall be removed; or
3. Absence for three (3) consecutive working days without notifying the Local Management, unless the employee produces a good and sufficient cause for not notifying the Local Management; or
4. Failure to return to work from layoff within three (3) working days from date of recall, unless the employee produces a good and sufficient cause for not reporting. If, however, the employee is engaged in other employment at the time of recall, the employee shall be granted five (5) additional work days leave if the employee requests it within the first three (3) days after recall and if he specifically states his intention to return at the end of the five (5) day additional period; or
5. Failure to return to work at the end of an approved leave of absence; or
6. Permanent shutdown of a plant with respect to which any employee should re-

ceive any severance allowance under any agreement between the parties hereto; or

7. Anything in this Agreement or any local practices to the contrary notwithstanding, absence due to a layoff, approved leave of absence, a physical disability or permanent shutdown of a plant with respect to which the employee does not receive a severance allowance, any of which continues for more than two (2) years except that absence in excess of two (2) years due to a compensable disability incurred during course of employment with the Company shall not break continuous service, provided such employee returns to work within thirty (30) days after final payment of statutory compensation for such disability; provided that if the employee is rehired within a period from the time the absence commenced equal to his continuous service when the absence commenced up to a maximum of five (5) years, the break in continuous service shall be removed; provided, however, that continuous service shall not be considered to be broken by absence of any employee who subsequent to May 1, 1940 entered the Armed Forces or Merchant Marine service of the United States, and who has reemployment rights under the law and complies with requirements of the law as to reemployment and is reemployed.

Continuous service shall also include recognized continuous service in any subsidiary of the Company and in any company whose stocks or properties shall have been acquired before the effective date of this Agreement. Transfers between such companies will not constitute a break in an employee's continuous service.

Continuous service shall also include service

of employees in the employ of any company whose stocks or properties shall have been acquired thereafter only if and to the extent that credit for continuous service shall be granted by the Company to such employees.

Sec. 2 Application

The provisions of this Article shall be uniformly applied to all bargaining units covered by this Agreement with the exception of probationary, temporary or seasonal employees as defined in the local Memoranda for 12 San Jose, 40 Omaha and 74 Mankato whose continuous service will be governed in accordance with the terms of the applicable local Memorandum.

ARTICLE XI SENIORITY

Sec. 1 Purpose

(a) The purpose of the seniority provisions of this Article is to provide the maximum job security and promotional opportunities for all employees based on seniority and continuous service while giving full consideration to efficient plant operations.

(b) The provisions of this Article shall be adopted uniformly in all bargaining units covered by this Agreement (other than for probationary, temporary or seasonal employees as defined in the local Memoranda for plants 12 San Jose, 40 Omaha and 74 Mankato whose seniority will be governed in accordance with the terms of the local Memorandum) and no local rules which may be in conflict with these provisions shall continue in effect after the effective date of this Agreement.

(c) On matters not covered by this Article, the local seniority rules which were in writing

and in effect immediately prior to the effective date of this Agreement will remain in effect for the life of this Agreement except as they may be changed by mutual agreement.

Sec. 2 Probationary Period

(a) An employee shall be considered as a probationary employee and shall not attain seniority status during his first thirty (30) days of work after initial employment or reemployment following a previous layoff or layoffs. During such period there will be no seniority for such probationary employee and his employment may be terminated, or he may be laid off by the Company for any reason. No grievance will be presented in connection with such termination or layoff except on the grounds of discrimination as defined in Article II or because of his membership in the Union.

(b) After an employee has attained seniority status with the Company he will cease to be a probationary employee and he will be placed on the appropriate seniority list as of the date thirty (30) calendar days prior to the date he completed his probationary period and his seniority shall be computed from that date.

Sec. 3 Leave of Absence

An employee's seniority shall accrue during the term of any approved leave of absence provided his continuous service is not broken.

Sec. 4 Transfer Out of Bargaining Unit

Any employee who is transferred to a non-supervisory job outside his bargaining unit and who is subsequently reemployed by mutual agreement to a job within the same bargaining unit shall then be credited with the seniority that he had as of the date of his transfer out of the

bargaining unit. If an employee is transferred to a supervisory position outside his bargaining unit he will be granted seniority as of the date of such transfer if he is subsequently reinstated to a job in the same bargaining unit.

Sec. 5 Notification of Recall

(a) An employee will be considered recalled to work if he is personally notified by telephone, orally in person, or if notice is sent either by letter, telegram or other reliable means, to the last address on record in the Personnel Department.

(b) Employees must keep the Personnel Department up-to-date on their addresses and telephone numbers.

(c) The Local Management will supply the Local Union a list of employees recalled to work, indicating date of recall as well as date employee was directed to report, or will follow such other locally agreed upon procedure. Such action shall be taken promptly.

Sec. 6 Preferential Employment Consideration

(a) An employee covered by this Agreement who has been laid off and who in the opinion of the Company is qualified for a job which may be available within another bargaining unit at another plant of the Company which is covered by this Agreement shall be given insofar as possible, preference for such job over persons never employed by the Company, provided he personally makes application at such plant or plants in which he desires employment.

(b) Any such laid off employees seeking preferential employment shall be subject to the same local rules and qualifications applicable to any other newly-hired employee.

Sec. 7 Loss of Seniority

An employee will lose all seniority if his continuous service with the Company is broken as set forth and defined in Article X, Continuous Service.

Sec. 8 Seniority List

(a) The Local Management will prepare accurate seniority lists at the end of each calendar quarter. These seniority lists will be posted on the appropriate plant bulletin boards. Employees names will appear on the seniority lists in order of their seniority unit date.

(b) Where two or more employees were hired on the same date but prior to the effective date of this Agreement, their standing on the seniority roster shall be determined in accordance with existing local practices. On and after the effective date of this Agreement, new employees hired on the same date will be added to the appropriate seniority roster in alphabetical sequence of their last names as of the date of hire.

Sec. 9 Aged and Partially Incapacitated Employees

Aged or partially incapacitated employees who have given long and faithful service in the employ of the Company will be given preference for such light work as they are able to perform. Such employees will be paid the established rate for the job which they perform.

If the assignment of such employees to lighter work will adversely affect the seniority status of any other employees in the seniority unit to which they are assigned, the assignment shall only be made after approval of the Local Union Committee.

Sec. 10 Effect of Seniority Changes

There will be no retroactivity on any changes required by the application of any of the provisions of this Seniority Article.

ARTICLE XII VACATIONS

Sec. 1 Eligibility

(a) Upon completion of twelve (12) months of continuous service (but not less than 1000 hours of work), each employee immediately becomes entitled to one week of vacation with pay.

(b) After the first year of continuous service which entitles an employee to one week of vacation as stated in Paragraph (a) above, an employee who has less than three years of continuous service will be entitled to vacation with pay during his second and third years of employment based on the number of hours worked during the previous calendar year, as outlined in the following schedule:

<u>Hours Worked In Previous Calendar Year</u>	<u>Vacation Allowance</u>
1000 hours or more	One week's pay (not less than 40 hours or more than 48 hours)
800 hours or more but less than 1000	Three working days (24 hours)
600 hours or more but less than 800	Two working days (16 hours)
400 hours or more but less than 600	One working day (8 hours)

(c) An employee must have been actively employed at some time during the calendar year to be eligible for vacation with pay during that calendar year. No vacation or any part thereof

shall be carried over from one calendar year to another.

(d) Upon the date of completion of three (3) years of continuous service, and in the succeeding years of employment with no break in continuous service until he completes ten (10) years of continuous service, an employee will be eligible for two (2) weeks of vacation with pay (not less than 80 hours nor more than 96 hours).

(e) Upon the date of completion of ten (10) years of continuous service and in the succeeding years of employment with no break in continuous service until he completes fifteen (15) years of continuous service, an employee will be eligible for two (2) weeks of vacation with pay (not less than 80 hours nor more than 96 hours) and shall be paid an additional one-half week's vacation pay (not less than 20 hours nor more than 24 hours). This additional vacation pay shall be paid at the same time as the regular vacation pay.

(f) Upon the date of completion of fifteen (15) years of continuous service, and in the succeeding years of employment with no break in continuous service until he completes twenty-five (25) years of continuous service, an employee will be eligible for three (3) weeks of vacation with pay (not less than 120 hours nor more than 144 hours).

(g) Upon the date of completion of twenty-five (25) years of continuous service, and in the succeeding years of employment with no break in continuous service, an employee will be eligible for four (4) weeks of vacation with pay (not less than 160 hours nor more than 192 hours).

(h) Hours of work mentioned in Paragraphs

(a) and (b) include all time lost because of:

1. Established illness or injury up to a period of thirteen (13) consecutive weeks for any one absence. Substantial proof of such illness or injury must be provided by the employee upon return to work after any absence caused by such illness or injury.
2. Hours of vacation.
3. Time spent in the Armed Services.

Sec. 2 Rate of Vacation Pay

The hourly rate of vacation pay will be the average straight time hourly rate for the first four of the last five weeks prior to the beginning of the vacation period.

Appropriate adjustment shall be made where necessary so that the vacation pay for any part of a vacation occurring after a general increase in wages shall reflect such increase.

Employees who qualify for a full week's vacation and also those who qualify for the additional one-half week's pay or the additional week or weeks) will receive a week's pay computed as follows:

(a) The total of all hours worked in the previous calendar year will be divided by the number of weeks in which the employee has worked. This average will be multiplied by the rate of vacation pay mentioned in the first paragraph of this Section.

(b) In no case will the hours mentioned in the foregoing Paragraph (a) be less than forty (40) or more than forty-eight (48).

Sec. 3 Payment of Regular Wages

Pay earned by an employee during the pay period prior to his vacation period, and which remains payable and is available on the pay

day during his vacation period, will be paid on the first day the employee returns to work after the vacation period unless called for on the pay day.

Sec. 4 Vacation Pay on Termination

When an employee who is eligible for a vacation is laid off for an indefinite period, or quits, or is discharged, before taking his vacation, the vacation pay to which he is entitled under this vacation plan will be paid at the time of such termination of layoff.

Sec. 5 Time of Vacation

Vacations will be taken at such time of the year as will not interfere with the efficient scheduling of operations in the plant, and must be arranged and approved by the Local Management. Insofar as possible, employees with the longer length of service will be given their preference as to the time of their vacations. Should an employee receive a temporary layoff during the slack period, or an emergency layoff (due to shortage of materials, etc.), the employee may elect to receive his vacation pay during such layoff.

Vacations must be taken annually and are not cumulative.

The Local Management will give such advance notice of changes in vacation schedules as is practicable to employees who have scheduled vacations and have received Local Management approval for such scheduled vacations.

ARTICLE XIII GRIEVANCE ADJUSTMENT

Sec. 1 Definition

A grievance is defined as any difference between the Local Management and the Union or

employees as to the interpretation or application of, or compliance with, this Agreement respecting wages, hours, or conditions of employment.

An employee who has a request or complaint which is not a grievance as defined above, will be given every opportunity to take it up with his Grievance Representative and his Foreman.

Sec. 3 Grievance Representative

The Local Union will notify Local Management in writing of the name or names of the Grievance Representative chosen from among the employees and accredited to adjust grievances with Local Management.

The present practices as to number of Grievance Representatives at each location shall remain in effect.

Sec. 3 Time Off for Grievances Work

The Grievance Representative, or Representatives, will have reasonable time off from their regular work to handle grievances within their respective departments and, where necessary, to investigate other grievances, and to attend grievance meetings with Local Management. They will not lose any pay for this time off.

When a Grievance Representative has to leave his place of work to handle grievances in his own or another department, he must get permission from his department Foreman. When he goes into another department, he must obtain permission of the Foreman of the department before talking with any employee at his work. Such permission will not be unreasonably withheld.

Sec. 4 Written Grievances

Written grievances submitted by the Local Union shall set forth the following:

- (a) A statement of the grievance and the circumstances surrounding it.
- (b) The Section or Sections of the Agreement believed to have been violated.
- (c) Date the grievance was filed and corrective action requested.

Sec. 5 Steps in Grievance Procedure

If any grievance (as defined in Sec. 1 above) arises, there shall be no interference with or interruption of work, but an earnest effort shall be made to settle the matter promptly in accordance with the following procedure.

Step 1

Within thirty (30) calendar days after the wrong complained of was supposed to have happened or started to exist, the aggrieved employee, accompanied by a Grievance Representative, must take the matter up with his Foreman. The Foreman shall give his answer orally before the end of the second work day.

If the Foreman's answer is not satisfactory to the employee and he desires to pursue the matter further, a Grievance Representative shall put the grievance in writing as provided in Sec. 4 of this Article and present it to the Foreman. The Foreman shall give a written answer to the grievance by the end of the third work day after receipt of the written grievance.

Step 2

If the answer to Step 1 is not satisfactory, then within five (5) work days of the Foreman's written answer the Grievance Representative shall write an appeal of the grievance and refer it to the Plant Manager. Within ten (10) work days after the written grievance was submitted to him, the Plant Manager shall meet with the

Grievance Representative at an agreed upon time. He shall give his written answer within five (5) work days after that meeting.

Step 3

If the Plant Manager's answer is unsatisfactory, within ten (10) work days after date of that decision, the Representative of the Union shall notify the Company's Division Office of Industrial Relations in writing of the Union's desire to appeal. A copy of such letter shall be sent to the Plant Manager and the Local Union. It shall set forth a complete statement of the facts on which the grievance is based, including any additions or corrections of facts as previously presented, and specifying the Section or Sections of the Agreement which the Union alleges the Company has violated.

The Company's Division Office of Industrial Relations shall arrange a meeting at an agreed upon time (but not later than ten (10) work days from date of the Union's letter) with a Representative of the Company's Division Office of Industrial Relations, the Plant Manager, the Plant Grievance Committee and the International Representative of the Union to adjust the grievance. Within ten (10) work days after this meeting the Company's Division Industrial Relations Representative shall give the Company's decision in writing.

Sec. 6 Observance of Time Limits

Time limits at any step in the grievance procedure may be extended by mutual agreement, if request is made in writing prior to the expiration of the specified time limit.

Unsettled grievances that are not appealed by the Union within the specified time limits or extension of such time limits shall be considered

er as withdrawn. Any grievance that is not answered by the Company within the time limits as specified or extension of such time limits shall be considered as having automatically moved to the next step.

Sec. 7 Minutes

Beginning with the second step the Local Management will keep minutes which will include a statement of those present, a copy of the grievance, the position taken by the Union, the position taken by the Company, and the decision reached. A copy of these minutes will be promptly given to the Union.

Sec. 8 Arbitration

If a mutually satisfactory conclusion is not reached through the steps in the grievance procedure set forth in Sec. 5 of this Article, and if the National Chairman of the Union Negotiating and Administrative Committee and a Representative of the Company's Head Office fail to agree, they shall submit the grievance to arbitration. They shall write a statement of the specific issue to be submitted to the arbitrator. The arbitration shall proceed in accordance with the following:

- (a) The parties shall agree on an arbitrator to hear the grievance. If they do not select a mutually acceptable arbitrator within ten (10) calendar days of their decision to arbitrate the grievance, they shall prepare a written request to the Federal Mediation & Conciliation Service for a panel of arbitrators. In the event that they fail to agree upon an arbitrator from this panel of arbitrators, within seven (7) calendar days of its receipt, they will immediately at the end of that period, make a joint request in writing to the Federal Mediation &

Conciliation Service to appoint an arbitrator whose name was not on the original panel.

(b) The decision of the arbitrator shall be final and binding on the parties, and shall be in accordance with the terms and conditions of this Agreement. The arbitrator shall not have authority to alter or amend in any way the provisions of this Agreement.

(c) The arbitrator's fees and expenses, and any clerical or stenographic expense mutually agreed to, shall be borne equally by the Company and the Union.

Sec. 9 Retroactivity of Awards and Settlements

Arbitration awards or grievance settlements by the Company shall not be made retroactive beyond the date of the occurrence or non-occurrence of the event on which the grievance is based. In no event however shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed except as provided for in Article XIV, Sec. 1, Discharge & Discipline.

Sec. 10 Access to Plant by Union Representative

If an authorized Union representative who is not employed by the Company wants to speak to Local Union representatives in the plant about a grievance or other official Union business, he should first get permission from the Plant Manager or the Personnel Supervisor. These talks will be arranged so that they will not needlessly interfere with production.

ARTICLE XIV DISCHARGE AND DISCIPLINE

Sec. 1 Disciplinary Procedure

The Local Management will not discharge or discipline an employee without first warning

him, unless the facts warrant immediate suspension or discharge. Oral warnings will be given in the presence of a Grievance Representative, if practicable; all written warnings will be given in the presence of a Grievance Representative. In any discharge or disciplinary action, the Local Management shall not consider any previous disciplinary measures involving such employee which occurred one year or more preceding the situation which brought about this disciplinary action.

Any disciplinary action or discharge cases which develop into grievances must be filed by the Grievance Committee in writing within five (5) working days after the date of disciplinary action or discharge. Such cases will be handled under the Grievance Procedure commencing with Step Two.

Sec. 2 Reinstatement

If either the Local Management or an arbitrator decides that an employee has been disciplined or discharged unfairly, Local Management will put him back on his job with no loss of seniority. Unless Local Management and the Union agree on a lesser settlement, or unless an arbitrator directs a lesser settlement, the Local Management will pay the employee his average straight time pay for the time he actually lost. Average straight time pay as used in this Section means regular straight time hourly earnings for the last two pay periods worked before the employee was laid off or discharged, but not to exceed forty hours pay per week.

**ARTICLE XV LEAVE OF ABSENCE
WITHOUT PAY**

Sec. 1 Leave for Personal Reasons

(a) An employee will be allowed a thirty

(30) calendar day leave of absence without pay for personal reasons if:

1. He requests it from the Local Management in writing, and

2. The Local Management believes the leave is for a good reason and does not interfere with local operations, except in emergency situations when leave will be granted regardless.

If, however, the employee takes a job elsewhere during the leave of absence without joint approval of the Local Management and the Union, he will be considered as having quit.

(b) A leave of absence may be extended for additional thirty (30) calendar day periods if there is a good reason and the Local Management and the Union agree to it. The employee must request the extension in writing before his present thirty (30) calendar day leave is up.

(c) If such accumulated consecutive leaves of absence exceed two (2) years, the employee's continuous service shall be deemed broken.

(d) The Union will be notified of all leaves granted under this Section.

Sec. 2 Leave to Attend Union Conventions or National Negotiations

(a) Employees, not to exceed three (3) from any one plant, when properly elected or appointed by the Union, shall upon written application at least one week in advance be granted a leave of absence without pay, for a period not to exceed three (3) weeks, plus reasonable travel time, to attend National or State Union Conventions.

(b) Under the same conditions as in (a) above, reasonable periods of time for travel and attendance will be granted for participa-

tion in Master Contract negotiations between the Company and the Union.

Sec. 3 Leave for Union business

Any Local Union member who is an employee of the Company shall be given, upon written request from the employee and the Union, a leave of absence without pay not to exceed a period of two (2) years for the purpose of working for the Local or District Lodge or the International Union. Not more than two employees from each plant may be on leave under this Section at any one time.

Sec. 4 Maternity Leave

(a) Female employees shall not continue to work past the fifth month of pregnancy and shall not return to work until two (2) months following delivery. Maternity leave shall be for six (6) months, except that when the employee presents a signed physician's certificate indicating the employee must cease work prior to the fifth month of pregnancy, maternity leave shall be from the date of leaving work until two (2) months following delivery.

(b) If the employee presents a signed physician's statement certifying that the employee is totally disabled due to complications arising out of pregnancy, maternity leave may be extended up to six (6) months following the date such disability commenced and in no event later than six (6) months following the date of delivery or miscarriage.

Sec. 5 Failure to Return from Leave

Any employee granted leave of absence under any of the provisions of this Article who does not return to work upon the expiration of such approved leave of absence (unless extended)

shall be deemed to have terminated employment with continuous service broken.

Sec. 6 Application

The provisions of this Article shall be uniformly applied to all bargaining units covered by this Agreement with the exception of probationary, temporary or seasonal employees as defined in the local Memoranda for plants 12 San Jose, 40 Omaha and 74 Mankato whose leave of absence provisions will be governed by the applicable local Memorandum.

ARTICLE XVI TRAINING

Sec. 1

To insure an adequate future supply of fully trained and qualified Journeymen and skilled employees for those trade and skilled jobs which are or may be covered by the terms of this Agreement, uniform Apprenticeship and Skilled Training Programs are established in Appendix B and Appendix C to this Agreement which become a part of this Agreement.

Sec. 2

The uniform Apprenticeship and Skilled Training Programs referred to in this Article are applicable to all bargaining units covered by this Agreement where the need exists for such training.

Sec. 3

Appendix B--Training Programs--Apprentice Standards includes Apprenticeship Program procedure and standards for the following trades:

1. Machinist
2. Tool and Die Maker
3. Electrician

4. Other trades which the Local Management may determine necessary.

Sec. 4

Appendix C—Training Programs—Skilled Trainees—includes Skilled Trainee Programs procedures and standards for the following skilled jobs:

1. Production Equipment Maintainers
2. Inspectors
3. Other skilled jobs which the Local Management may determine necessary.

ARTICLE XVII SAFETY AND HEALTH

Sec. 1 Purpose

The Company and the Union, recognizing that high standards of safety and health are necessary to prevent industrial injury and illness, agree to cooperate fully to that end.

The Local Management shall continue to make reasonable provisions, including first aid facilities, for the safety and health of its employees at the plant during the hours of their employment. Such protective devices as are deemed necessary by the Local Management to properly safeguard the health of the employees and protect employees from injury shall be provided by the Local Management where required as a condition of employment. Employees must use the safety equipment provided. Local Management may discipline any employee who fails to observe its safety rules.

Sec. 2 Safety and Health Committees

A Joint Safety and Health Committee will be established and a regular meeting will be held once a month, during working hours. The Com-

mittee members will not lose any pay for the time they are attending this regular monthly meeting. This Committee will assist the Local Management in carrying out its accident prevention and health program. The Local Management will give consideration to the unanimous recommendations of the Committee that are practical and feasible.

This Section is applicable where the entire plant is represented by the International Association of Machinists. In other instances one (1) member of the unit shall be on the Safety and Health Committee.

Sec. 3 Medical Examinations

In the interest of employee safety and health, the Joint Safety and Health Committee will act in an advisory capacity and will be consulted in cases where in the Local Management's opinion an employee who has been absent due to serious illness or injury should be requested to take a medical examination by a medical doctor chosen by the Company upon his return to work. The purpose of this examination will be to assure the individual, the Local Management and the Local Union that the employee is not assigned to duties harmful to the safety and health of himself and/or other employees. The Local Management will make every effort to properly place an employee, requiring either temporary or permanent consideration under this Section.

Sec. 4 Pay on Day of Injury

An employee hurt in an industrial accident will be paid for the hours lost receiving medical care on the date he was hurt at his straight time hourly base rate. If the attending doctor or nurse thinks the employee should not go

back and finish out the work day, he will be paid for the balance of his standard work day.

ARTICLE XVIII BULLETIN BOARDS

The Company will provide Union bulletin boards in each of the respective plants for the purpose of posting Union notices, official papers, and bulletins. Nothing of a political or controversial nature will be posted. Bulletin boards will be covered by glass and kept locked. Only duly authorized representatives of the Union and such representatives as the Company may designate will be given keys.

ARTICLE XIX MILITARY SERVICE

The Company's practices with respect to military service shall continue to apply to the employees of the bargaining unit.

ARTICLE XX NO STRIKE OR LOCKOUT

The Union agrees that there shall be no strikes, slowdowns, or work stoppages of any type for any cause during the life of this Agreement.

The Company agrees that there shall be no lockout during the life of this Agreement.

If, during the life of this Agreement, any employees engage in any strike of any kind, stoppage of work or slowdown, the International Officers, Local Officers, and paid representatives of the Union will cooperate with the Company in ending such occurrence and returning the employees to work.

It is understood and agreed that in the event of any strike of any kind, stoppage of work

or slowdowns on the part of any employees during the life of this Agreement, there will be no liability on the part of the International Union, Local Union, or any of their officers, representatives, or members. Employees who engage in any of these acts may be discharged or disciplined by the Company but shall have recourse to the Grievance Procedure provided for in Article XIII of this Agreement.

ARTICLE XXI INSURANCE

The Company agrees to continue without modification for the life of this Agreement the Group Insurance Agreement of February 24, 1960, which is incorporated by reference hereto and made a part of this Master Agreement.

ARTICLE XXII PENSIONS

The Company agrees to continue without modification for the life of this Agreement the Pension Agreement of February 24, 1960, which is incorporated by reference hereto and made a part of this Master Agreement.

ARTICLE XXIII SUPPLEMENTAL UNEMPLOYMENT BENEFITS

The Company agrees to continue without modification for the life of this Agreement the Supplemental Unemployment Benefits Plan Agreement of February 24, 1960, which is incorporated by reference hereto and made a part of this Master Agreement.

ARTICLE XXIV TERM OF THIS AGREEMENT

Sec. 1 Duration

This Agreement shall be effective as of Feb-

ruary 24, 1960 except as may be specifically otherwise provided herein, and shall remain in effect until and including November 30, 1962 and will be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests a change in this Agreement or the negotiation of a new Agreement by giving written notice to the other party not less than sixty (60) calendar days before November 30, 1962 or November 30, of any year thereafter.

Sec. 2 Notification

Any notice to be given under this Agreement will be given by registered mail; and, if by the Company, be addressed to the International Association of Machinists, 1300 Connecticut Ave., Washington 1, D. C., and, if by the Union, to the General Manager of Industrial Relations, Continental Can Company, Inc., at 100 East 42nd Street, New York 17, New York. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

The provisions of this Agreement shall become effective on the first day of the pay period following notification by the Union that the Agreement has been ratified.

CONTINENTAL CAN COMPANY, INC.

W. A. LACKER, General Manager
Industrial Relations

H. E. BOAM, General Manager
Industrial Relations, Metal Division

**INTERNATIONAL ASSOCIATION OF
MACHINISTS, AFL-CIO**

E. R. WHITE, Vice President

APPENDIX A

Detailed Definition of Bargaining Unit

3 Winter Garden—P & M Unit Winter Garden, Florida Local Lodge 1945

Includes all Production, Maintenance and Shipping Department employees; excludes all office clerical employees, professional employees, guards, foremen, assistant foremen and all other supervisory employees as defined in the Act.

12 San Jose—P & M Unit 357 East Taylor Street San Jose, California District Lodge 93

Includes all Production and Shipping Department employees and all Tool and Die Makers, Machinists, Specialists such as Welders and Runway Men and Apprentice Machinists; excludes foremen, salaried employees who do not perform production work, or who have the right to hire and discharge employees except wherein the salaried men are regularly assigned to work for which a regular hourly scale of wages has been established, then the salaried men shall be eligible to join the Union and be paid not less than the regular scale covering the class of labor performed.

13 Seattle—Machine Shop and Maintenance Unit 615 Orchard Street Seattle, Washington Local Lodge 79

Includes all Machine Shop and Maintenance employees in the classifications of: Assembly Line Maintainer and Set-up Man "A," Assembly Line Maintainer and Set-up Man "B," Press Depart-

Ship Maintenance Unit
Tender and Set-up Men, Machinists, Die Makers, Runners, Mechanics, Apprentices and Trainees for the above classifications; excludes foremen, assistants, men, and supervisors as defined in the Act; married employees, clerical employees and hourly employees now covered by agreement with another union in the plant.

14 Clearing Defense—P & M Unit
5535 West 65th Street
Chicago, Illinois
District Lodge 8

Includes all Production and Maintenance employees; excludes office and clerical employees, guards, draftsmen, professional employees and supervisors as defined in the Act.

31 Seattle Machine Shop—Machine Shop Unit
601 Myrtle Street
Seattle, Washington
Local Lodge 79

All Tool and Die Makers, Journeyman Machinists, Machinist Welders, Specialists, Stockroom Attendants and Helpers employed by the Company and its Plant 31 in Seattle, Washington; excluding office clerical employees and guards, professional employees and supervisors as defined in the Act, and all other employees.

32 Oakland—Machine Shop Unit
5601 San Leandro Street
Oakland, California
District Lodge 115

and
18 San Leandro
2000 West Avenue 137th
San Leandro, California

Includes all employees in the following classifications: Tool and Die Makers, Machinists, Electricians, Runway Men, Apprentices and Helpers, Construction Machinists, Tool Crib Attendants; excludes Production employees (including Assembly Line Maintainers and Set-up Men "A" and "B" and Press Department Maintainers and Set-up Men "A" and "B," and Trainees) Shipping employees, Lithographers (all classifications), Coaster Tenders and Trainees, Press Plate Checkers, all Truck Drivers, Watchmen, office employees, clerical employees, supervisors and/or foremen who do not use the tools of the trade except in a supervisory capacity and who by working do not displace any employee covered by this Agreement.

*40 Omaha--P & M Unit
4133 72nd Street
Omaha, Nebraska
Local Lodge 31*

Includes all Production and Maintenance employees; excludes Lithographic Pressmen, Lithographic Press Feeders, Lithographic Apprentices, office clerical employees, plant clerical employees, cafeteria employees, guards, watchmen, professional employees and supervisors as defined in the Act.

*48 Paterson--Machine Shop Unit
297 Getty Avenue
Paterson, New Jersey
District Lodge 15*

Includes all Tool and Die Makers, Machinists, Machinists' Helpers, Tool Crib Attendants, Heat Treater and Machinists' Apprentices employed in the Machine Shop; excludes office and clerical employees, production and lithograph employ-

ees, chauffeurs, watchmen, guards, nurses, and all supervisory and managerial employees as defined in the Act.

*51 Stockyards—Machine Shop Unit
3815 South Ashland Avenue
Chicago, Illinois
District Lodge 8*

Includes all Machinists and Tool and Die Makers, and all Apprentices, Helpers and Trainees in such classifications, Welders and Tool Crib Attendants; excludes all production and maintenance employees, guards, foremen and supervisors as defined in the Act, office and clerical employees and draftsmen.

*61 Stockton—P & M Unit
2716 East Miner Avenue
Stockton, California
District Lodge 41, Local Lodge 364*

Includes Machinists, Tool and Die Makers, Machinist Apprentices, Welders, Machinist Helpers and all production, maintenance, Watchmen and Shipping Department employees; excludes all office employees, foremen, assistant foremen, and supervisory employees as defined in the Act.

*62 C.E.S.D.—Machine Shop Unit
3701 South Ashland Avenue
Chicago, Illinois
District Lodge 8*

Includes all Machinists, all Machinist Apprentices, Helpers and Trainees, Craters, Sweepers, Machinery Painters, Millwrights, Storeroom Laborers, Crane-men and Tool Room Attendants who are either working in or out of Plant 62, provided such employees are hourly rated and reside in the State of Illinois; includes foremen

and supervisors as defined in the Act, office and clerical employees and draftsmen.

63 C.H.S.D.—P & M Unit
3859 South Ashland Avenue
Chicago, Illinois
District Lodge 8

Includes all Production and Maintenance employees who are either working in or out of Plant 63 and who reside in the State of Illinois, but specifically excluding Foremen, Supervisors, Office and Clerical employees, Draftsmen and other supervisory employees as defined in the Act.

64 North-Grand—Machine Shop Unit
4622 West North Avenue
Chicago, Illinois
District Lodge 8

Includes all Machinists and Tool and Die Makers, Litho-Press Machinists, Truck Mechanics, Tool Crib Attendants and all Apprentices, Helpers and Trainees in such classifications; excludes foremen and supervisors as defined in the Act, office and clerical employees and draftsmen.

71 Walla Walla—Machine Shop and Maintenance Unit
1106 Dell Avenue
Walla Walla, Washington
Local Lodge 1361

and
71A
Milton-Freewater, Oregon

Includes all Machine Shop and Maintenance and Repair of Machinery employees of the Company as follows: Coaster Tender and Adjuster, General Plant Maintainers "A" and "B," Press

Department Maintainers "A" and "B," Maintenance Machinists (includes Die maintenance), Die Maker, Apprentices and Trainees for the above; excludes foremen and assistant foremen as defined in the Act, salaried employees, production employees, office employees, first-aid personnel, Industrial Relations employees and supervisors as defined in the Act.

72 Pittsburgh—Machine Shop Unit
Homestead, Pennsylvania
District Lodge 63, Local Lodge 52

Includes all Machinists, Machinists' Helpers, Tool and Die Makers, their Helpers and Apprentices; excludes office and clerical employees, production and lithograph employees, chauffeurs, watchmen, guards, nurses, and all supervisory and managerial employees as defined in the Act.

73 St. Louis—Machine Shop Unit
7140 North Broadway
St. Louis, Missouri
District Lodge 9

Includes all Machinists and Tool and Die Makers, and all Apprentices in such classifications; excludes office and clerical employees, watchmen, guards, professional employees, all other employees, and supervisors as defined in the Act.

74 Mankato—P & M Unit
174 Chestnut Street
Mankato, Minnesota
Local Lodge 924

Includes all Production and Maintenance employees; excludes Executives, Quality Control Supervisor, office and factory clerical personnel, Watchmen, Nurses, technical personnel, Store-

keepers, foremen, assistant foremen, and all other supervisory employees as defined in the Act.

87 Portland—P & M Unit
10200 North Burgard Street
Portland, Oregon
Local Lodge 63, Local Lodge 1432

Includes all Production and Maintenance employees; excludes Shipping Department employees, Lithograph Pressmen, Press Feeders and Apprentices in such classifications, office and factory clerical employees, guards, nurses, professional employees, foremen and assistant foremen as defined in the Act.

87A Olympia—P & M Unit
1202 Fonce Road
Olympia, Washington
Local Lodge 695

Includes all Production and Maintenance employees; excludes office and factory clerical employees, guards, nurses, professional employees and supervisory employees as defined in the Act.

APPENDIX B

Training Programs—Apprentice Standards

This Appendix B made and entered into this 24th day of February, 1960 between CONTINENTAL CAN COMPANY, INC. and the INTERNATIONAL ASSOCIATION OF MACHINISTS is made a part of the Master Agreement between the parties.

Article I General

Sec. 1 Purpose

A. The purpose of this Appendix to the Master

Agreement is to establish apprentice programs in conformance with the Master Agreement for the following trades:

1. Machinist
2. Tool and Die Maker
3. Electrician
4. Other Trades which the Local Management may determine necessary.

B. The purpose of each of these apprentice programs is to provide the Company with an adequate future supply of thoroughly qualified employees in each of these trades; also to provide each apprentice with an opportunity to learn his trade through an organized and properly supervised program of training, practical experience and related studies.

C. Nothing in this Agreement shall require the Company to train employees for these trades where, in the opinion of the Local Management, the need for training such employees or the facilities for such training do not exist. Neither shall this Agreement interfere with Management's right to employ qualified craftsmen to fill openings for such trades as the need arises.

D. It is agreed by the parties that the provisions of this Appendix are in keeping with the intent of the provisions of the Master Agreement referred to above and shall be applicable to all local bargaining units covered by the Master Agreement which include trades which are specifically covered in this Appendix.

Sec. 2 Miscellaneous

A. The provisions of this Article I are made a part of and will apply to all of the apprentice programs covered in the other Articles of this Appendix.

B. Apprenticeship training will be encouraged in all plants which have the necessary facilities to properly train apprentices and where the Local Management determines a need exists for such apprentices.

C. The provisions of this Appendix supersede any previous local training practices or agreements except where such practices or agreements are in conformance with a Federal, State or Area Apprenticeship Agreement or State Law and will apply to all employees covered by the Master Agreement who commence one of the Apprenticeship Programs outlined in this Appendix following its effective date. Where apprentices are in training on the effective date of this Agreement, the Local Management and Local Union will mutually agree upon any modifications of the program for such employees in actual training at that time to bring their programs into conformance with this Appendix insofar as may be practical.

D. All plants requiring apprentices will enter into an agreement with either a Federal, State or Area Apprenticeship Committee for the indenture of apprentices under this Agreement. The standards of such agreements will be recognized as a supplement to this Appendix for those plants involved.

All apprenticeship agreements and local standards of apprenticeship for the recognized trade jobs under this Appendix will be in conformance with the standards of a Federal, State or Area Apprenticeship Committee and applicable State laws. Such Apprenticeship Committee will have jurisdiction over conformance with these apprentice programs and will be of any possible assistance to the Local Joint Appren-

ticship Committee in the development or modification of the local apprentice agreements.

Sec. 3 Number, Selection and Qualification of Apprentices

A. The number of apprentices in each trade at each location will be determined by the Local Management and the Local Joint Apprenticeship Committee will be advised. However, the number of apprentices in any trade will not exceed one apprentice for the trade or craft in the plant plus one apprentice for each ten craftsmen in that trade in the plant except where a greater number of apprentices have been agreed to by the Local Management and Union. Exceptions to the maximum number of apprentices may be agreed upon between the Local Union and Local Management if unusual conditions warrant such an exception.

B. In the selection of apprentices, the parties mutually agree it is important to obtain qualified men with necessary aptitudes and interest in the skills involved so that the high standards of workmanship required may be developed and maintained.

C. Local Management will announce openings for apprentices at least two weeks prior to the final selection of the apprentice, by placing a notice of such openings on the plant bulletin boards and/or advising the Local Joint Apprenticeship Committee of such openings, together with the qualifications required of such apprentice. The posting of such notice does not obligate Local Management to fill the opening.

Employees who wish to enter into an apprenticeship should make application to the Personnel Department for consideration when an

opening is announced. Qualified applicants from outside of the bargaining unit may also be considered when selecting the apprentices. However, persons from within the bargaining unit will be given preference in selection where experience, ability and other factors used in selection are relatively equal.

D. The Local Management will discuss the qualifications of any employee who makes application for an apprenticeship with the Local Joint Apprenticeship Committee and will actively seek the concurrence of the Committee with respect to his selection. Should there be any disagreement with Management's selection such action will be subject to review under the grievance procedure of the Master Agreement.

E. Apprentices will be selected on the basis of the following factors:

1. Formal application and Personal Interview.
2. Age—not less than eighteen nor more than twenty-three years of age—(see exceptions noted below).
3. Physical ability to perform the job requirements of the apprenticeship and trade. (This may be determined by Physical Examinations.)
4. High School graduate. (In exceptional cases, by mutual agreement of the Joint Apprenticeship Committee, this qualification may be waived if the applicant has had training or experience equivalent to a high school education.)
5. Past work experience.
6. Results of uniform mental ability, dexterity, aptitude and mathematics tests as outlined in this Agreement.

7. Other selection procedures established by the Joint Apprenticeship Committee which are considered necessary to demonstrate ability and interest for the trade.

8. Where above factors are relatively equal, qualified applicants from within the bargaining unit who have the greatest seniority will be given preferential consideration.

Exceptions to age qualification indicated in Item Two (2) above:

a. Applicants who have had previous experience, training or education in the trade — amount of exception to be determined by the Local Joint Apprenticeship Committee.

b. Time spent in the U. S. Armed Forces by an applicant up to a maximum of four years.

c. No combination of exceptions for a and b above will increase the maximum age limit for an applicant in Item Two (2) of this Section 3—Paragraph F. by more than four years.

Sec. 4 Responsibility

A. The Plant Manager will have the overall responsibility for the success of these apprentice programs at his location. He may delegate the administrative details of this responsibility to the Personnel Supervisor and the Supervisors of the departments involved in training the apprentices. He will be advised and assisted by the Local Joint Apprenticeship Committee.

B. The departmental supervisors of the apprentices during their training will be directly responsible for seeing that apprentices receive the

scheduled training in their departments. They will follow the progress of the apprentices during each phase of training under their supervision and report such progress, together with ratings of performance, on standard Company forms to the Local Management. They will make any recommendations which may be indicated, both as to the program as well as the individuals under the program, to the Local Management.

C. At regular intervals of 1,000 hours of actual training by the Company in a given trade, the apprentice and the Local Joint Apprenticeship Committee will receive a determination of qualifications and ability from the Company to determine whether satisfactory progress has been made by the apprentice during the intervening period of time to warrant such employee's continuance in the training program. The determination of an employee's qualifications and ability shall be discussed with the Local Joint Apprenticeship Committee. If Local Management determines an employee does not possess the necessary qualifications or ability to continue training, such qualifications or ability will be subject to review under the grievance procedure.

D. Each apprentice who is indentured under an apprenticeship program, covered by this Appendix, will be responsible for applying himself diligently and with care to the training program assigned to him. During his training, he will follow the direction of the supervisor to whom he is assigned in completing the training schedule. He will protect Company property, protect the safety of himself and fellow employees, respect and obey reasonable Company rules and conduct himself in a creditable manner.

ner during working hours and while on the Company's premises. For the purpose of learning his trade, during his training he will be required to perform any and all work regularly performed by a skilled employee of the craft for which he is being trained.

Sec. 5 Seniority

A. The Local Management and the Local Union will agree upon local seniority provisions, to be included in the local seniority agreements, covering the seniority status of apprentices in their seniority unit. Apprentices will not normally receive seniority credit for time spent in an apprenticeship unless a different practice has been established in the plant.

Sec. 6 Terms of Training

A. All apprentices under this program will be given scheduled training and practical experience under proper supervision for the period outlined in their training program. A working journeyman will be assigned to each apprentice as a counselor during his training. This training will be reasonably continuous and the reasons for any interruptions which may be necessary in the training schedule will be discussed with the Local Joint Apprenticeship Committee and explained to the employee involved. The interruptions will also be explained to any Federal, State or Area Apprenticeship Committee. The Company reserves the right to suspend any training program where conditions necessitate such action, however every reasonable effort will be made to resume the training of apprentices when conditions permit.

B. The Local Union, the Local Joint Apprenticeship Committee and the Federal, State or Area Apprenticeship Committee will be notified

of any terminations of apprenticeship agreements and the reasons for such terminations. Local Management will give notice of its intent to terminate an apprenticeship agreement as far in advance of such termination as possible. The reasons for any such terminations will be subject to review under the grievance procedure of the Master Agreement.

C. The first five hundred (500) hours of training for each apprenticeship will be considered a probationary period for the apprentice in training. During this period, either the Company or the employee may cancel the employee's participation in the apprenticeship. After the probationary period, the apprenticeship may be cancelled for just cause such as lack of interest on the part of the employee, inability to competently learn the trade, refusal to perform scheduled work, violation of Company rules, etc. The reasons for any such cancellation after the probationary period will be subject to review under the grievance procedure.

Sec. 7 Uniform Ability, Aptitude and Mathematics Tests

A. In the selection of apprentices and skilled trainees, as outlined under this Appendix B, reference is made to the use of uniform Mental Ability, Aptitude and Mathematics Tests. It is agreed that where such tests are used under the provision of this Agreement, one test from each of the following types of tests may be selected:

Mental Ability

Wonderlic Test A

Wonderlic Test B

Mechanical Aptitude
SRA Mechanical Aptitude Test
Purdue Mechanical Adaptability Form A
Bennett Form AA

Mathematics Tests
P.T.I. Numerical Test A
P.T.I. Numerical Test R

Also similar tests administered by the State
Employment Services.

B. It is recognized that there are other good
tests in use in industry today. However, in our
desire for standardization, it is agreed that the
above tests should be used at the beginning,
and, as we obtain additional information on
other tests, this list may be revised by mutual
agreement.

If a location has had satisfactory experience
with other recognized tests for these areas, and
wishes to continue their use, it should submit
three copies of such tests, together with factual
data as to their experience with the tests to the
Union Management Committee on Training
through the General Manager of Industrial Re-
lations of the Company for consideration. The
use of such tests will be continued only after ap-
proval of the Committee. Should the Commit-
tee approve any such tests, they will be added
to the above list of approved tests and the plants
so advised.

C. Where the authors of any of the tests used un-
der this program have established recommended
minimum acceptable scores or "norms" for the
age, education and experience levels of em-
ployees being tested under this program, such
scores will be used to determine if applicants

for apprenticeship or training under this program have satisfactorily passed on each such test.

D. It is understood this testing is to assist Management in selecting qualified candidates for training programs and not as a substitute for testing which may be provided under an agreement with a Federal, State or Area Apprenticeship Committee.

Sec. 8 Supervisor of Training

A. For purposes of this Agreement, the Personnel Supervisor or other Management representatives will be appointed by the Local Management as Supervisor of Training at those locations which have need for this type of training. The duties of the Supervisor of Training will be:

1. To select apprentices in accordance with Article 1 of this Agreement and other standards and procedures outlined in this Appendix. Selection of apprentices will be made by the Supervisor of Training with approval of the Plant Manager only after discussing each applicant with the Local Joint Apprenticeship Committee.
2. To see that apprentice agreements are properly executed and approved.
3. Work with the Joint Apprenticeship Committee in developing or modifying apprentice schedules to meet local conditions.
4. Arrange for approval of the apprenticeship program from Federal, State or Area Apprenticeship Committees and arrange for presentation of government certificates upon completion of apprenticeship.
5. Maintain accurate records of each apprentice's training, and follow up to insure that

each apprentice is properly trained in his specific trade or craft. Records will include past education and experience, detailed record of apprentice training received in the Company, subjects taken in related instruction, school and work progress, record of tests and other qualifications and related information. Such records will be made available to the Local Joint Apprenticeship Committee.

6. Act as Chairman of the Local Joint Apprenticeship Committee.

Sec. 9. Local Joint Apprenticeship Committee

A. At locations where apprentices are in training, a Local Joint Apprenticeship Committee will be established composed of not less than two nor more than three Company representatives appointed by the Local Plant Management and the same number of representatives of the Local Union. The Plant Supervisor of Training will be one of the Company representatives and will be Chairman of the Committee with voting rights on any business before the Committee. A Union representative of the Committee selected by the Union members will be Secretary of the Committee with voting rights on any business before the Committee. There should be a representative of both Local Management and the Local Union on the Committee from each department and trade for which there are apprentices in training. This Committee will:

1. Cooperate in the selection of apprentices as outlined in this Appendix.
2. Cooperate in the administration of this apprenticeship program and follow the progress of the apprentice to insure their proper training.

3. Review and approve apprenticeship agreements in accordance with this program.
4. Review and attempt to adjust complaints from apprentices regarding the interpretation and application of the standards and provisions of the apprenticeship program. If a decision cannot be reached, the complaint will be referred to the Union-Management Committee for decision.
5. Meet at least every six months to review records and progress of each employee in training and recommend improvement or modification in training schedule, schooling and other training activities. (Any such improvements adopted should be made uniform insofar as is practicable.)
6. Be of assistance to all parties concerned to insure successful operation of the apprenticeship program.
7. Make recommendations for the termination of apprenticeship agreements where necessary.
8. Certify to the Local or District Lodge of the Union that an apprentice has successfully completed his apprenticeship and recommend the issuance of a Certificate of Completion of Apprenticeship.

Sec. 10 Union-Management Training Committee

A. A Union-Management Training Committee consisting of not over three members selected by the International Union and three members selected by the General Manager of Industrial Relations of the Company will be established. This Committee will be responsible for administering the apprenticeship program provided for in this Appendix in accordance with the provisions of the Master Agreement between the

parties. All local unresolved problems or questions will be referred to this Committee for determination in accordance with this Agreement.

Sec. 11 Related School Work

A. In addition to the established hours of training and practical experience outlined in this Article, each apprentice will be required to satisfactorily complete a maximum of one hundred forty four (144) hours of related vocational or correspondence instruction for each year of apprenticeship. The Local Joint Apprenticeship Committee will recommend the subjects for this related instruction in accordance with this Agreement and will obtain and review attendance and progress reports on each apprentice to insure satisfactory completion of such related instruction. Time spent in this related instruction will not be considered hours of work and the employee will not be paid for time spent in attending such instruction classes except where such a local practice was in effect prior to signing this Agreement or where such instruction classes are conducted on Company property during the employee's normal working hours. In no case will time spent on correspondence courses be paid for by the Company.

The Company will designate the school which the apprentice will use to obtain this related instruction and will work out the detail as to the days and hours he is scheduled to attend classes and study.

B. If the Company designates the related training outlined in this Section to be received from schools which require the payment of tuition fees for such courses of study, the Company will refund to the employee the cost of such tuition

fees upon satisfactory completion of the apprenticeship, provided the employee maintains average or above average grades for the courses received. (Tuition fees, as referred to herein, will include such charges as registration fees and books, but will not include any other miscellaneous costs.)

Article II Apprenticeship Training for Trades

Sec. 1 Apprenticeship Agreement

A. Each apprentice (and if a minor, his parent or guardian) will, before commencing his apprenticeship, sign an apprenticeship agreement which will make the terms of this program a part of the Agreement. Each apprentice (and if a minor, his parent or guardian) will be given a copy of this program to read prior to signing the apprenticeship agreement.

B. An authorized representative of the Company and the Secretary of the Joint Apprenticeship Committee will also sign the apprenticeship agreement. One copy will be given to the apprentice, one copy retained by the Company, one copy forwarded to the Local Union, one copy forwarded to the Joint Apprenticeship Committee and copies to applicable Area, State or Federal government agency, if any.

C. A recommended form of apprenticeship agreement is shown under Section 9 of this Article. Where a State or Federal Apprenticeship Agreement form different from the attached is required by law, such forms will be used.

Sec. 2 Certificate of Completion, Bonus and Tools

A. Upon the successful completion of the apprenticeship outlined in this program, the Local Joint Apprenticeship Committee will recommend the issuance of a Company Certificate of Completion of Apprenticeship, a Union Certificate of Completion of Apprenticeship and, wherever possible, the Federal, State or Area Apprenticeship Committee will likewise issue a Certificate of Completion of Apprenticeship.

B. Each apprentice who has faithfully and diligently completed one of the recognized four year trade apprenticeships, as outlined under this program, shall in consideration of the full and satisfactory completion of his Apprenticeship Agreement, be entitled to a bonus of one hundred (\$100.00) dollars from the Company on the signing of the Certificate of Apprenticeship.

C. A tool kit which is applicable to the trade will be purchased by the plant in accordance with Company Instructions and loaned to each apprentice who will sign a receipt for same. The tool kit will become the property of the apprentice upon satisfactory completion of the Apprenticeship Program and the awarding of the Company Certificate of Completion of Apprenticeship. The apprentice will be responsible for maintaining the tools in good condition and replacing any of the tools which become lost or damaged.

Sec. 3 Credit for Previous Experience

A. Upon request from any applicant for apprenticeship who has the necessary qualifications for consideration, the Local Joint Apprenticeship Committee will evaluate that part of the employee's previous training and experience which would probably be considered a part of

the Apprenticeship Training Schedule, if any. The hours of credit for such previous experience, if any, will be determined as it would probably apply towards completion of the apprenticeship and the probable starting rate for the individual determined. The employee will be advised of such rate so he may decide if he wishes to be further considered for apprenticeship. The Local Management will also be advised of such probable starting rate.

B. Experienced Applicant—If an experienced applicant is selected as an apprentice for one of the trade jobs, in accordance with this Agreement on Apprentices, and his rate at the time of being indentured as an apprentice is above the minimum rate for apprentices, the following will apply:

1. When an experienced applicant who is selected for apprenticeship (and starts training) has had past experience which is included in the training requirements of the apprentice program for a given trade or craft job, Local Joint Apprenticeship Committee will evaluate that part of his past experience which is related to the training called for by the Apprentices Program and determine upon a reasonable credit of time towards completion of the training called for in the Training Schedule. This credit for past experience when approved by the Local Management will determine the employee's level under the Wage Progression Schedule and the additional training he is required to complete.
2. His hourly rate will not be reduced because of being indentured as an apprentice, but he will not be subject to periodic progression adjustments in rate until such

time as his length of apprenticeship training and experience will give him a higher rate in accordance with the Wage Progression Schedule of this Agreement.

Sec. 4 Apprentices Job Classes, Training Periods and Wage Progressions

A. General

The Job Classes, training periods and wage progressions outlined in this Section are established for trade apprentices. Providing an apprentice under this program maintains satisfactory progress in all phases of his apprenticeship program and related school studies, he will receive the rate progression outlined in Paragraph C below.

B. Job Rates and Training Periods

The trade jobs with applicable job rates and length of formal apprenticeship training programs are as follows:

<u>Trade Job</u>	<u>Length of Formal Training</u>
Machinist	8000 hours
Tool & Die Maker (full apprenticeship)	8000 hours
Electrician	8000 hours
Other trades in Job Classes 16, 17, 18	8000 hours
Other trades in Job Class 15	7000 hours
Other trades in Job Classes 13 and 14	6000 hours
Other trades in Job Class 12	5000 hours
Other trades in Job Class 11	4000 hours

C. Wage Progression Schedule

A schedule of apprentice rates for the respective apprentice training periods of each class

thousand (1000) hours of actual training experience with the Company in the trade, except Journeyman Machinists training as Tool and Die Makers, is established as follows:

Each apprentice, provided he maintains satisfactory progress shall receive a basic hourly rate in accordance with the following schedule:

The eight thousand (8000) hour period of apprenticeship shall be divided into eight (8) equal periods of one thousand (1000) hours each. The starting rate shall be the "factory base rate" and the apprentice shall be entitled to an increase equal to one-eighth of the difference between the starting rate and the journeyman rate at the completion of each one thousand (1000) hour period.

At the completion of apprenticeship, the apprentice shall be classified as a "journeyman".

Apprenticeship rates for lesser apprenticeships will be established on a similar basis.

D. Rates for Journeyman Machinists Training for Tool and Die Makers

If Journeyman Machinists are indentured as Tool and Die Maker Apprentices the following rate progression will apply for the training period established:

1st one thousand (1000) hours of training period	Job Class 16
Balance of training period	Job Class 17

E. Rates After Completion of Apprenticeship

Upon satisfactory completion of apprenticeship, the employee will be paid the applicable journeyman's rate in accordance with the rates established in the Master Agreement.

**Sec. 5 Apprentices Training Schedule—
Machinist Apprentices**

The following schedule of apprentice training is to be used as a guide in developing the Local Plant Schedule. It is recognized that available equipment and facilities vary at the different plants; therefore, it is not practical to establish a definite uniform program for all locations. However, this schedule should be followed as closely as is practical. The Union-Management Training Committee and the Federal, State or Area Apprenticeship Committee will approve all apprenticeship schedules.

Machine Maintenance	2000
Assembly (Incl. Can Makers School)	1000
Press (Incl. Can Makers School)	500
Litho Lacquer and Ovens	200
Miscellaneous Equipment	300
Lathe (Engine and Turret)	1500
Milling Machine (Horizontal and Vertical)	1000
Grinding (Cylindrical and Surface)	700
Shaper and Planer	500
Bench Work and Assembly	500
Drill Press	300
Welding and Heat Treating	300
Tool and Die Maintenance	300
Tool and Stock Room (Including Saws)	200
Engineering Department (Including Drafting & Estimating)	200
Miscellaneous (To be used for training on additional miscellaneous equipment or to provide additional time on machines or work listed above.)	500

TOTAL 8000

For those plants known as "machine shops", the above schedule will be modified to provide

the maximum training possible on all of the above mentioned machine shop tools and other operations in the shops. The Local Management and Local Union will establish a mutually satisfactory apprentice schedule and submit such schedule through proper channels to the Union-Management Training Committee and the Federal, State or Area Apprenticeship Committee for approval.

**Sec. 6. Apprentices Training Schedule—
Electrician Apprentices**

The following schedule of apprentice training is to be used as a guide in establishing the Local Plant Schedule. It is recognized that available equipment and facilities vary at the different plants; therefore, it is not practical to establish a definite uniform program for all locations. However, this schedule should be followed as closely as is practical:

Fundamentals of Electricity and Electrical Circuits	500
Electrical Equipment Assembly and Installation	1500
Maintenance and Repair of Plant Electrical Equipment	1500
Motors and Generators—Overhaul and Repair	1000
Install, Repair and Maintain Electrical Equipment on Gasoline and Electric Trucks	1000
Main Power Supply Equipment Including Transformers and Main Panels	500
Lubrication, Testing and Inspection	1000
Miscellaneous (To be used for training on additional equipment in plant or to provide additional time on phases indicated above)	1000
TOTAL	8000

**Sec. 7 Apprentices Training Schedule—
Tool and Die Maker**

A. Selection

The Local Management will determine the need for a four year tool and die maker apprenticeship or a program for training machinist craftsmen to become Tool and Die Makers and through interviews, testing and other such means, will select those individuals for this training as provided for in this Agreement who are considered by the Local Management to be the most qualified. The Local Joint Apprenticeship Committee will review the qualifications of each Machinist being considered and will make their recommendations to Local Management for consideration.

B. Training Schedule

1. The Supervisor of Training with assistance from the Local Joint Apprenticeship Committee will develop an appropriate schedule of training for the type of program to be used including related school training, progression rates, etc., for the apprentices. These will be submitted to the Union-Management Training Committee and the Federal, State or Area Apprenticeship Committee for approval.
2. The training period for a Machinist to become a Tool and Die Maker shall be two thousand (2000) hours on recognised tool and die work under competent supervision.
3. The Supervisor of Training will be responsible for following the progress of the Machinist during this program to insure the proper continuity of training and the successful completion of the program. The

Local Joint Apprenticeship Committee will also schedule not over one hundred forty-four (144) hours each year of related school work in accordance with this Appendix.

4. The two thousand (2000) hour schedule of training for Die Maker should include training in the following:

- a. Developing, engineering and sketching of dies, tools and related parts.
- b. Heat treating of metals used in Die Making.
- c. Power precision grinding.
- d. Additional experience on the various tools used in Die Making as necessary.

C. Wage Rate Progression

1. The Machinist will be paid during this two thousand (2000) hour training program in accordance with the wage progression schedule shown in Article II, Section 4, Paragraph D of this Appendix.
2. When a Machinist craftsman, who commences his apprenticeship as a Tool and Die Maker under this program following its effective date, completes the two thousand (2000) hours of training, he will be classified as a Tool and Die Maker and he paid the applicable rate as established in the Agreement.

D. Certificate

1. Upon satisfactory completion of this training program, a certificate will be issued by the Company indicating the individual is a Tool and Die Maker. However, a Machinist completing the two thousand

(2000) hour program will not be entitled to any other benefits (such as bonuses of any kind, tools, etc.) accorded a Journeyman Machinist upon completion of an eight thousand (8000) hour apprenticeship.

**Sec. 8 Apprentices Training Schedules—
Special Apprenticeships**

A. There may be occasions at certain of our plants where the Local Management determines it necessary to enter into apprenticeship agreements for the other skill trades.

B. The number of apprentices for these trades will be few and the training to be provided will vary according to local facilities. It, therefore, is not practical to attempt to establish specific apprenticeship schedules for these trades. When the need arises for an apprenticeship in other trades, the Local Management and the Local Joint Apprenticeship Committee, with the assistance of the Division Training Supervisor, will develop a tentative apprenticeship schedule for the apprentice and submit copies through regular channels to the Union-Management Training Committee and Federal, State or Area Apprenticeship Committee for discussion and approval.

C. Where Local Apprenticeship Programs covering other trades are approved, the apprentices will be selected and indentured in accordance with the provisions of this Appendix. Exceptions to these provisions will be the bonus, tools or other benefits normally granted to four year apprentices.

Sec. 9 Recommended Form of Apprenticeship Agreement

CONTINENTAL CAN COMPANY, INC.
APPRENTICESHIP AGREEMENT

This Agreement entered into this ____ day of _____, 19____, between the CONTINENTAL CAN COMPANY, INC., herein after referred to as the Employer and _____ born (date) _____ hereinafter referred to as the Apprentice, and his parent or guardian if a minor.

WITNESSETH that the Employer and the Apprentice (and his parent or guardian if a minor) are desirous of entering into an Agreement of Apprenticeship in the _____ trade and do mutually agree as follows:

The Employer agrees to employ the Apprentice for the purpose of enabling the Apprentice to learn and acquire the trade of _____ under the terms and conditions contained in the Continental Can Company apprenticeship program, and such plan is made a part of this Agreement with the same force and effect as though expressly written herein.

The Apprentice agrees to perform diligently and faithfully the work in said trade during the period of apprenticeship complying with the apprenticeship training program referred to above.

The parties to this Agreement have read the apprenticeship plan for the _____ Plant at the _____ Plant of the Continental Can Company and have agreed to abide by its terms.

The Employer after discussing the matter with the Joint Apprenticeship Committee reserves the right to suspend or terminate the Apprenticeship for nonconformity with the rules and regulations of this program and also whenever business conditions necessitate a suspension or termination of the program.

IN WITNESS WHEREOF the parties have set their hand seals:

Apprentice

Address

Parent or Guardian

Continental Can Company, Inc.

Address

Company Representative

Union Representative

Approval of Federal, State or Local Apprenticeship Council where applicable:

The foregoing Apprenticeship Agreement, being in conformity with the rules and regulations of the _____, is hereby approved this _____ day of _____, 19____.

Signature: _____

Title: _____

Organization: _____

If apprentice is a veteran and he applies for benefits from the Veterans' Administration, this Agreement will include any additional statements required by law.

If a Federal, State or Local Apprenticeship Committee has a standard form of apprenticeship agreement they prefer to use, such form will be used.

Article III Signatures

This Appendix B to the Master Agreement between the Continental Can Company, Inc. and the International Association of Machinists is entered into, signed and becomes effective this 24th day of February, 1960.

CONTINENTAL CAN COMPANY, INC.

W. A. LACKE—General Manager
Industrial Relations

D. W. SMITH—Asst. General Manager
Industrial Relations

H. E. BOAM—General Manager
Industrial Relations, Metal Division

INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL-CIO

E. B. WHITE
Vice President

APPENDIX C

Training Programs — Skilled Trainees

Article I General

This Appendix C made and entered into this 24th day of February, 1960 between the CONTINENTAL CAN COMPANY, INC. and the INTERNATIONAL ASSOCIATION OF MACHINISTS is made a part of the Master Agreement between the parties.

Sec. 1 Purpose

A. The purpose of this Appendix to the Master Agreement is to establish training programs in conformance with the Master Agreement for the following skilled jobs:

1. Production Equipment Maintainers
2. Inspectors
3. Other Skilled Jobs which the Local Management may determine necessary.

B. The purpose of each of these training programs is to provide the Company with an adequate future supply of thoroughly qualified employees in each of these skilled jobs; also to provide each trainee with an opportunity to learn his skilled job through an organized and properly supervised program of training, practical experience and related studies.

C. Nothing in this Agreement shall require the Company to train employees for these skills where, in the opinion of the Local Management, the need for training such employees or the facilities for such training do not exist. Neither shall this Agreement interfere with Management's right to employ qualified skilled employees to fill openings for such skilled jobs as the need arises.

D. It is agreed by the parties that the provisions of this Appendix are in keeping with the intent of the provisions of the Agreement referred to above and shall be applicable to all local bargaining units covered by the Master Agreement which include skilled jobs which are specifically covered in this Appendix.

Sec. 2 Miscellaneous

A. The provisions of this Article I are made a part of and will apply to all of the training

programs covered in the other Articles of this Appendix.

B. Skilled employee training will be encouraged in all plants which have the necessary facilities to properly train skilled trainees and where the Local Management determines a need exists for such skilled trainees.

C. The provisions of this Appendix supersede any previous local training practices or agreements and will apply to all employees covered by the Master Agreement who commence one of the Skilled Training Programs outlined in this Appendix following its effective date. Where skilled employees are in training on the effective date of this Agreement, the Local Management and Local Union will mutually agree upon any modifications of the program for such employees in actual training at that time to bring their programs into conformance with this Appendix insofar as may be practical.

Sec. 3 Number, Selection and Qualification of Skilled Trainees

A. The number of skilled trainees at each location will be determined by the Local Management and the Local Joint Training Committee will be advised of such number.

B. In the selection of skilled trainees, the parties mutually agree it is important to obtain qualified men with necessary aptitudes and interest in the skills involved so that the high standards of workmanship required may be developed and maintained.

C. Local Management will announce openings for skilled trainees at least two weeks prior to the final selection of the skilled trainees by placing a notice of such openings on the plant

bulletin boards and/or advising the Local Joint Training Committee of such openings, together with the qualifications required of such skilled trainees. The posting of such notice does not obligate Local Management to fill the openings.

Employees who wish to enter into a skilled training program should make application to the Personnel Supervisor for consideration when an opening is announced.

D. The Local Management will discuss the qualifications of each applicant with the Local Joint Training Committee and will actively seek the concurrence of the Committee on the selection of skilled trainees, but will be responsible for making the final selection of all trainees if mutual agreement cannot be reached. Should there be a disagreement as to the qualifications of an applicant, such qualifications shall be subject to review under the grievance procedure of the Master Agreement.

E. Skilled trainees will be selected on the basis of the following factors:

1. Formal application and Personal Interview.
2. Age—not less than twenty-one (21) nor more than thirty-five (35) years of age.
3. Physical ability to perform the job requirements of the skilled job involved. This may be determined by Physical Examinations.
4. High School Education. (In exceptional cases, by mutual agreement of the Local Joint Training Committee, this qualification may be waived if the applicant has training or experience equivalent to a high school education.)
5. Past work experience.

6. Results of uniform mental ability, dexterity, aptitude and mathematics tests as outlined in this Appendix.
7. Other demonstrations considered necessary to prove ability and interest.
8. Where the above factors are relatively equal, preference will be given to employees from within the bargaining unit who have the greatest seniority.

Sec. 4 Responsibility

A. The Plant Manager will have the overall responsibility for the success of the training programs at his location. He may delegate the administrative details of this responsibility to the Personnel Supervisor and the Supervisor of the departments involved in training the trainees. He will request advice and assistance from the Local Joint Training Committee.

B. The departmental supervisors of the skilled trainees during their training program will be directly responsible for seeing that trainees receive the scheduled training in their departments. They will follow the progress of the trainees during each phase of training under their supervision and report such progress, together with ratings of performance, on standard Company forms to the Local Management. They will make any recommendations which may be indicated, both as to the program as well as the individuals under the program to the Local Management.

C. At regular intervals of one thousand (1000) hours of actual training by the Company in a given skilled job, the employee in training and the Local Joint Training Committee will receive a determination of qualifications and ability from

the Company to determine whether satisfactory progress has been made by the employee during the intervening period of time to warrant such employee's continuance in the training program. The determination of an employee's qualifications and ability shall be discussed with the Local Joint Training Committee. If Local Management determines an employee does not possess the necessary qualifications or ability to continue training such qualifications or ability will be subject to review under the Grievance Procedure.

D. Each skilled trainee in a training program covered by this Appendix will be responsible for applying himself diligently and with care to the training program assigned to him. During his training he will follow the direction of the supervisor to whom he is assigned in completing the training schedule. He will protect Company property, protect the safety of himself and fellow employees, respect and obey reasonable Company rules and conduct himself in a creditable manner during working hours and while on the Company's premises. For the purpose of learning his skill, during his training he will be required to perform any and all work regularly performed by a skilled employee of the skilled job for which he is being trained.

Sec. 5 Seniority

A. The Local Management and the Local Union will agree upon local seniority provisions, to be included in the local seniority agreements, covering the seniority status of skilled trainees in their seniority unit.

Sec. 6 Terms of Training

A. All trainees under this program will be given scheduled training and practical experience under proper supervision for the period

outlined in their training program. This training will be reasonably continuous and the reasons for any interruptions which may be necessary in the training schedule will be discussed with the Local Joint Training Committee and explained to the employee involved. The Company reserves the right to suspend any training program where conditions necessitate such action, however every reasonable effort will be made to resume the training of the skilled trainees when conditions indicate such action.

B. The first one thousand (1000) hours of each skilled job training program will be considered a probationary period for the employee in training. During this period, either the Company or the employee may cancel the employee's participation in the training program. After the probationary period, the training program for an employee may be cancelled for just cause such as lack of interest on the part of the employee, inability to competently learn the skill, refusal to perform scheduled work, violation of Company rules, etc. The reasons for any such cancellation after the probationary period will be subject to review under the Grievance Procedure.

Sec. 7 - Uniform Ability, Aptitude and Mathematics Tests

A. In the selection of skilled trainees, as outlined under this Appendix C, reference is made to the use of uniform Mental Ability, Aptitude and Mathematics Tests. It is agreed that where such tests are used under the provision of this Agreement, one of each of the following types of tests will be selected from the following lists:

Mental Ability
Wonderlic Test A
Wonderlic Test B

Mechanical Aptitude
SRA Mechanical Aptitude Test
Purdue Mechanical Adaptability Form A
Bennett Form AA

Mathematics
P.T.I. Numerical Test A
P.T.I. Numerical Test B

Dexterity
Dexterity tests to be agreed upon.
Similar tests administered by State Employment Services may be substituted.

B. It is recognized that there are other good tests in use in industry today. However, in our desire for standardization, it is agreed that the above tests should be used at the beginning, and, as we obtain additional information on other tests, this list may be revised by mutual agreement.

If a location has had satisfactory experience with other recognized tests for these areas, and wishes to continue their use, it should submit three copies of such tests, together with factual data as to their experience with the tests to the Union-Management Training Committee through the General Manager of Industrial Relations of the Company for consideration. The use of such tests will be continued only after approval of the Committee. Should the Committee approve any such tests, they will be added to the above list of approved tests and the plants so advised.

C. Where the authors of any of the tests used under this program have established recommended minimum acceptable scores or "norms" for the age, education and experience levels of

employees being tested under this program, such scores will be used to determine if applicants for training under this program have satisfactorily passed on each such test.

Sec. 8 Supervisor of Training

A. For purposes of this Agreement, the Personnel Supervisor or other Management representative will be appointed by the Local Management as Supervisor of Training at those locations which have need for this type of training. The duties of the Supervisor of Training will be:

1. To select trainees in accordance with Article I of this Agreement and other standards and procedures outlined in this Appendix. Selection of trainees will be made by the Supervisor of Training with approval of the Plant Manager only after discussing each applicant with the Local Joint Training Committee.
2. Work with the Local Joint Training Committee in developing or modifying training schedules to meet local conditions.
3. Maintain accurate records of each trainee's training, and follow up to insure that each trainee is properly trained in his specific skill. Records will include past education and experience, detailed record of training received in the Company, subjects and grades of related school instruction, work program, record of tests and other qualifications and related information. Such records will be made available to the Local Joint Training Committee.
4. Act as Chairman of the Local Joint Training Committee.

Sec. 9 Local Joint Training Committee

A. A Local Joint Training Committee will be established composed of not more than three Company representatives appointed by the Local Plant Management and three representatives of the Local Union. The Plant Supervisor of Training will be one of the Company representatives and will be Chairman of the Committee with voting rights on any business before the Committee. A Union representative of the Committee selected by the Union members will be Secretary of the Committee with voting rights on any business before the Committee. There should be a representative of both Local Management and the Local Union on the Committee from each department for which there are skilled trainees in training. This Committee will:

1. Assist in the selection of skilled trainees as outlined in this Appendix.
2. Cooperate in the administration of this program and follow the progress of the trainees to insure their proper training.
3. Review and make recommendations to Local Management for adjusting complaints from trainees regarding the training programs.
4. Meet at least once every six months to review records and progress of each employee in training and recommend improvement in training schedules, schooling, and other training activities. (Any such improvements adopted should be made uniform insofar as is practicable.)
5. Be of assistance to all parties concerned to insure successful operation of the training program.

Sec. 10 Union-Management Trainee Committee

A. A Union-Management Training Committee consisting of not over three members selected by the International Union and three members selected by the General Manager of Industrial Relations of the Company will be established. This Committee will be responsible for administering the Skilled Training Programs provided for in this Appendix in keeping with the provisions of the Master Agreement between the parties. All local unresolved problems or questions will be referred to this Committee for determination in accordance with this Agreement. This Committee will approve all local training programs.

Sec. 11 Related School Work

A. In addition to the established hours of training and practical experience outlined in this Article, each trainee will be required to satisfactorily complete a maximum of one hundred forty-four (144) hours of related vocational school or correspondence school work for each year of training. The Local Joint Training Committee will recommend to the Plant Management for approval the subjects for this related school instruction in accordance with this Agreement and will obtain and review attendance and progress reports on each trainee to insure satisfactory completion of such related school work. Time spent in this related school instruction will not be considered hours of work and the employee will not be paid for time spent in attending such school classes except when such related school instruction is conducted on Company property during the employee's normal working hours.

The Company, after discussion with the Local Joint Training Committee, will designate the

school which the trainee will use to obtain this related instruction and will work out the detail as to the days and hours he is scheduled to attend classes and study.

B. If the Company designates the related training outlined in this Section to be received from schools which require the payment of tuition fees for such courses of study, the Company will refund to the employee the cost of such tuition fees upon satisfactory completion of the training program, provided the employee maintains average or above average grades for the courses received. (Tuition fees, as referred to herein, will include such charges as registration fees and books, but will not include any other miscellaneous costs.)

Sec. 12. Hours of Training and Progression Rates

A. Skilled jobs for which training programs may be developed under this Appendix are those in Job Class 10 or above.

B. The maximum hours of the Training Programs and Progression Rates will be in accordance with the following:

Skilled Jobs In Job Class	Maximum Training Program	Wage Progression Schedules For Each 1000 Hours of Training					
		1st	2nd	3rd	4th	5th	6th
10	2000 hours	7	8	9	10	11	12
11 and 12	3000 hours	7	8	9	10	11	12
13 and 14	4000 hours	7	8	9	10	11	12
15 and 16	6000 hours	7	8	9	10	11	12

Assistant Maintainers and Department Inspectors who qualify and are assigned to a Training Program as a full Maintainer or Plant Inspector will retain their Assistant Maintainer or Department Inspector rate for the first one thousand (1000) hours of training and will progress in ac-

cordance with the above schedule for each additional one thousand (1000) hours of training.

C. If an experienced employee from the plant is selected as a trainee under this program his regular rate of pay at time of entering the training program will not be reduced but he will not be subject to periodic progression adjustments in rate until such time as his length of training will give him a higher rate of pay in accordance with the wage progression schedule of this Appendix.

Article II Inspector Training

Sec. 1 General

A. In accordance with Article I of this Appendix C, an Inspector Training Program is established to provide a training schedule, progression rates and miscellaneous provisions for those new or present employees who are classified as Inspectors or General Inspectors under the Agreement.

Sec. 2 Number of Inspectors

A. The Local Management will determine the number of Inspectors required in each plant and/or department. This number may vary between plants and at various times within plants depending upon local conditions and requirements.

B. Inspectors are considered as skilled jobs for the purpose of training under this Article.

Sec. 3 Training Program Schedules

A. It is not practicable to establish in this Article specific detail of the training program for Inspectors. However, the following outlines the broad areas of training which the Local Joint

Training Committee may include in the training program. As the need arises, the Local Joint Training Committee, based upon available local facilities together with the local requirements of the jobs involved, will establish training programs, including related training, for each of the jobs which may include but are not necessarily limited to the broad training areas indicated in the following:

1. Introduction to Quality Control Organization and Activities.
2. Product Materials.
3. Manufacturing Specifications.
4. Quality Control Practice and Technique.
5. Procedures for Quality Reporting and Action.
6. Departmental Inspection—all departments.
 - a. Product Structure and Quality items.
 - b. Application and use of Tests, Gauges and other Inspection Tools.
 - c. Inspection and Performance of Inspection Duties.
7. Abbreviated Production Maintenance Training.
8. Other Related Training.

A program of Classroom and On-the-Job Training will be developed by the Local Joint Training Committee to cover the above training program. The trainees may be rotated through the departments of the plant for training purposes, as it is considered desirable.

Sec. 4 Miscellaneous

A. Inspector trainees will not be eligible for benefits provided to Journeymen Apprentices

as outlined in this Appendix such as Certificates of Completion, bonuses, tools, etc.

Article III—Production Maintenance Training

Sec. 1 General

A. In accordance with Article I of this Appendix C, this Article III—Production Maintenance Training, establishes the training procedures, general outline of training and miscellaneous provisions for certain of the classifications of maintainers.

B. Due to the varying requirements and methods of operation in the plants, as well as the different types of equipment in those plants, it is not considered practical to attempt to establish specific training programs for all the different classifications of maintainers. Therefore, this Article will establish the basic principles for training maintainers. The Local Management with the assistance of the Division Supervisor of Training and the Local Joint Training Committee will develop the maintainer programs to suit the individual plant conditions as the need arises. Such programs will be in keeping with the general provisions of this Appendix and will follow the general outline of this Article III. The Local Joint Training Committee will submit the Local Production Maintenance Program through normal channels to the Union Management Training Committee for review and approval.

Sec. 2 Job Descriptions—Maintainers

A. The approved job descriptions under the Master Agreement for Production Maintainers

are made a part of this Appendix and form the basis for the training program.

Sec. 3 Training Periods, Wage Progression and Retraumatization

A. Training periods and wage progression will be in accordance with Article I of this Appendix.

Sec. 4 Training Program Schedules

A. It is not practicable to establish in this Article specific details of the training programs for the various classifications of Production Maintainers. However, the following outlines, as an example, the broad area of training which the Local Joint Training Committee may include in the training programs for Maintainers. As the need arises for such training, the Local Joint Training Committee, based upon available local facilities, together with local requirements for the Maintainer jobs involved, will establish training programs including related training for each of the Maintainer jobs. These training programs, including related training, may include but are not necessarily limited to the broad training areas indicated in the following:

1. Product materials and their use.
2. Manufacturing specifications.
3. Proper care and use of tools and equipment used by Maintainers.
4. Container and unit structure.
5. Quality specifications and control, including inspection.
6. Use of gages and other checking devices.

7. Set up and adjustment of all equipment to produce good quality containers or units.
8. Maintenance and repair of equipment including use of required tools.
9. Oiling and greasing of equipment, including check maintenance.
10. Maintaining of check lists, lubrication lists or other related records.
11. Understanding and preparation of production schedules, spoilage and other related records and reports.
12. Instruction of trainees, helpers or operators.
13. Safety, accident prevention and good housekeeping.
14. Blueprint reading and sketching.
15. Shop mathematics as needed.
16. Efficient methods of performing work and obtaining quality production.
17. Proper maintenance and use of equipment controls, stops, timing devices, feeds, etc.

Sec. 5 Related Training

A. Production Maintenance trainees will not be eligible for benefits provided to Journeymen Apprentices as outlined in this Appendix such as Certificates of Completion, bonuses, tools, etc.

Article IV Signatures

This Appendix C to the Master Agreement between the Continental Can Company, Inc. and

the International Association of Machinists is entered into, signed and becomes effective this 24th day of February, 1960.

CONTINENTAL CAN COMPANY, INC.

W. A. LACKY—General Manager
Industrial Relations

D. W. STITT—Asst. General Manager
Industrial Relations

H. E. BOAM—General Manager
*Industrial Relations,
Metal Division*

**INTERNATIONAL ASSOCIATION OF
MACHINISTS, AFL-CIO**

E. R. WHITE
Vice President

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CONTINENTAL CAN COMPANY, INC.



and

INTERNATIONAL ASSOCIATION
OF MACHINISTS, AFL-CIO

*Pension, Insurance and
Supplemental Unemployment Benefits
Agreements*

Effective April 1, 1960

GROUP INSURANCE AGREEMENT

Details of the Group Insurance Plan referred to in Article XXV of the Master Agreement dated February 24, 1960.

Group Insurance Agreement entered into this 24th day of February, 1960 between Continental Can Company, Inc. (hereinafter referred to as the "Company") and the International Association of Machinists (hereinafter referred to as the "Union") to become effective as of April 1, 1960 (hereinafter referred to as the "Effective Date") for employees in the bargaining unit represented by the Union in this Agreement.

The Group Insurance for employees and their dependents will be provided without cost to the employees.

SECTION I ELIGIBILITY FOR BENEFITS

1. All employees in the bargaining unit as defined in the Master Agreement and who are hired on or after the Effective Date will become insured under this Agreement on the first day they work in the month following the month they were employed.

2. Employees hired prior to the Effective Date will become insured under this Agreement provided they are at work on the Effective Date. If not at work on the Effective Date they will become insured under this Agreement on the first day they return to work following the Ef-

fective Date. Employees not at work on the Effective Date who were insured under any prior Group Insurance Agreement with the Union or one of its locals covered by this Agreement will continue to be covered under the terms of such prior Agreement until they return to work, at which time they will become covered under this Agreement.

3. Dependent Insurance will become effective on the same date the employee becomes insured.

4. The insurance benefits provided by this Agreement will be applicable only to disabilities commencing or surgical procedures and services performed or hospital confinements commencing after the date the employee became insured under this Agreement.

5. The benefits provided under this Agreement will be extended to all employees including temporary or part-time employees who work an average of 20 hours weekly or more and whose major employment is with the Company, but excluding temporary or part-time employees whose principal occupation is as a "student."

6. Hospital or Surgical Benefits will not be provided under this Plan in cases where services are rendered by any facility contracted for or operated by any Government for the principal purpose of treatment of members or ex-members of its armed forces.

SECTION II LIFE INSURANCE

Each employee will be insured during active service for an amount as shown by the Schedule in Section X hereof.

The insurance will be payable upon death of the employee from any cause while so insured to the beneficiary named by the employee. The employee may change his beneficiary at any time. The Life Insurance will be payable as follows unless the employee elects some other form of payment acceptable to the Insurance Company:

- a) $\frac{1}{2}$ of insurance payable at death, and
- b) $\frac{2}{3}$ of insurance payable in 24 equal monthly installments (consisting of principal and interest) commencing one month after death.

Upon retirement of an employee under the Company's formal "Triple-C" Pension Plan at age 65 or later with at least 15 years of continuous service, the insurance will then be reduced by 10% and, on each of the next four anniversaries thereof, it will be reduced by the same dollar amount. Thereafter the remaining insurance will be continued without further reductions during the life of this Agreement.

The Life insurance of an employee who retires under the total and permanent disability or early retirement provisions of the Company's formal "Triple-C" Pension Plan will be continued in full until the first day of the month following such employee's 65th birthday and shall then be reduced as if retirement at age 65 had then occurred.

The Life insurance of each pensioner who previously retired under the early retirement provisions of any prior Agreement with the Union or one of its locals covered by this Agreement and who was living on April 1, 1960 shall be increased to the amount which it would have been if the provisions of the preceding para-

graph had been applicable on such pensioner's day of retirement.

SECTION III WEEKLY SICKNESS AND ACCIDENT BENEFITS

Each employee will be insured for an amount of non-occupational Weekly Sickness and Accident Benefits to be paid if an employee is totally disabled and unable to perform any work, as shown by the Schedule in Section X hereof.

Benefit payments commence on the first day of total disability due to a concurrent accident (provided disability commences within 7 days following the accident) or the eighth continuous day of total disability due to sickness or other reasons and will continue during such disability up to 26 weeks for any one continuous period of disability whether from one or more causes, or for successive periods of disability due to the same or related cause or causes.

Effective April 1, 1961 for hospital confinements commencing on or after that date, benefits will be paid beginning the first day of hospital confinement due to sickness or non-concurrent accident if earlier than the eighth day of disability.

In order to be eligible for these benefits an employee must be under the care of a licensed physician and furnish written proof of his disability.

If an employee is receiving weekly benefits under Workmen's Compensation or Occupational Disease Laws due to an occupational injury or sickness and if the amount of his weekly benefits is less than what he would have received under the Weekly Sickness and Accident provisions of the "Triple-A" Group Insurance Plan

if his disability had been due to non-occupational reasons, he will be paid an amount equal to the difference while disability continues and the employee continues to receive Workmen's Compensation weekly benefits up to the same 26 week maximum period.

The Weekly Sickness and Accident Benefits in the Schedule in Section X include any benefits payable pursuant to any State or Governmental non-occupational Disability Law.

Maternity Benefits under this coverage are described only in Section IX hereof.

SECTION IV DAILY HOSPITAL BENEFITS

If an employee or one of his covered dependents goes to a legally constituted Hospital because of non-occupational sickness or injury, Daily Hospital Benefits will be paid for the actual amount charged for room and board in ward or semi-private room accommodations, for a maximum of 120 days' confinement. If confinement is in a private room, the benefit will be equal to the Hospital's charge but not in excess of \$15 for a maximum of 120 days.

Effective April 1, 1961 for hospital confinements commencing on or after that date, the Daily Hospital Benefit for a private room will be equal to the Hospital's actual charge up to \$15 or, if greater, up to the most common semi-private room charge, for a maximum of 120 days.

Payments for Daily Hospital Benefits will not exceed 120 days for any one continuous period of confinement whether due to one or more causes. If the confinement is for less than for the maximum 120 days of coverage and the employee or his dependent leaves the hospital

and again returns to the hospital because of the same injury or illness or some cause related to it, benefits for the second admission will be payable for up to the balance of 120 days.

If the employee or covered dependent again becomes a Hospital patient for a different or unrelated cause and if his or his dependent's (as applicable) Daily Hospital Benefits are still in force, the full 120 days will be available.

Daily Hospital Benefits, if exhausted, are reinstated following an employee's return to work or a dependent's recovery from the disability causing the immediately preceding confinement.

Should the employee return to work for at least 3 months or should his dependent recover from the disability causing the immediately preceding confinement and resume normal activities for a period of at least 3 months after leaving the Hospital, a subsequent Hospital confinement shall be treated as a completely new claim and full benefits will be available for this confinement regardless of whether it is due to the same cause.

These Daily Hospital Benefits include any such benefits payable pursuant to any State or Governmental non-occupational Hospitalization Law.

Maternity Benefits under this coverage are described only in Section IX hereof.

SECTION V SPECIAL HOSPITAL CHARGES

Special Hospital Charges for employees and dependents pays benefits for non-occupational conditions equal to the actual amount charged for an ambulance or charges by a legally constituted Hospital for the use of the operating room and other Special Hospital Services such

as dressings, radiation therapy, diagnostic services, blood transfusions including blood or blood plasma, drugs or anesthesia and oxygen and administration thereof, which are necessary and required for medical or surgical care or treatment during the period for which Daily Hospital Benefits for room and board are paid. This does not include the charges of Doctors or of Special Nurses or any items not necessary or required for medical care.

Benefits are payable for Special Hospital Services if such services are received during hospitalization as an inpatient. However, if because of a non-occupational accident, emergency outpatient care commences in a legally constituted Hospital not later than 48 hours following the injury, or if an operation for non-occupational reasons is performed in the Outpatient Department of a legally constituted Hospital, benefits on account of such required Special Hospital Services are payable.

Also, if radiation therapy treatments for non-occupational conditions are received in the Outpatient Department of a legally constituted Hospital, such treatments will be covered to the extent that they are provided as a Special Hospital Service. Benefits for Special Hospital Services are also available for the following diagnostic services performed in the Outpatient Department of a legally constituted Hospital which provides such diagnostic services, when directed principally towards a definite and specific condition of non-occupational illness or bodily injury:

X-ray examinations with films,
Basal metabolism tests,
Electrocardiograms, and
Electroencephalograms.

In any case where Special Hospital Charges benefits are provided in connection with outpatient treatment, each visit to the Outpatient Department of a Hospital counts as one day of hospitalization; the maximum days of hospitalization being 120.

These Special Hospital Charges include any such benefits payable pursuant to any State or Governmental Non-occupational Hospitalization Law.

Maternity Benefits under this coverage are described only in Section IX hereof.

SECTION VI DOCTOR'S HOSPITAL CALLS

If an employee or one of his dependents is confined in a legally constituted Hospital due to a non-occupational sickness or accident not requiring surgery, the employee will receive reimbursement for charges made by physicians, including specialists, for professional visits up to an aggregate maximum of \$4 times the number of days for which Daily Hospital Benefits are paid, but not to exceed a total of \$124.

If an operation is performed, benefits will also be payable subject to a maximum amount equal to the greater of:

1. \$4 times the number of days for which Daily Hospital Benefits are paid (up to a total of \$124) prior to the day the operation is performed, or
2. \$4 times the entire number of days for which Daily Hospital Benefits are paid (up to a total of \$124), less the amount paid for the operation.

This coverage does not apply to Maternity cases.

SECTION VII - SURGICAL BENEFITS

Surgery

SECTION VII SURGICAL BENEFITS

Surgery

If an employee or one of his covered dependents undergoes a surgical operation due to non-occupational sickness or injury, the employee will receive an amount equal to the charges made by the attending Surgeon up to the maximum amount operating for that operation in the attached Schedule of Surgical Operations—Exhibit A.

Benefits

Benefits are provided for surgical operations consisting of operative and cutting procedures in the treatment of diseases, cutting out of dislocations, which are performed in the Hospital by a licensed physician, and the use of reduction of fractures, dislocations, and the law, which are performed in the Hospital by a licensed physician.

Benefits are provided for surgical services consisting of operative and cutting procedures for the treatment of diseases, injuries, fractures or dislocations which are performed in or out of a Hospital by a licensed Physician and, in the case of reduction of fractures and dislocations of the jaw, which are performed either by a licensed Physician or by a Doctor of Dental Surgery.

The maximum payment in the Schedule of Surgical Operations is \$300 for one period of varying separate periods of time, or for one or related cause.

The maximum payment for each period has been paid for each

The maximum payment in the Schedule of Surgical Operations is \$300 for one or more operations during the same period of disability or during separate periods of disability of the same or related cause.

Even though the maximum reimbursement payable for each paid, full Surgical Benefit is \$300, the maximum reimbursement payable for each paid, full Surgical Benefit is the amount actually paid for the surgical procedure, provided that the amount actually paid does not exceed \$300.

The maximum reimbursement payable for each paid, full Surgical Benefit is the amount actually paid for the surgical procedure, provided that the amount actually paid does not exceed \$300.

If an employee returns to work for a period of 3 months or more after being absent due to a surgical operation causing the disability, he shall be considered as having resumed his normal activities.

If an employee returns to work for a period of less than 3 months after being absent due to a surgical operation causing the disability, he shall be considered as having resumed his normal activities.

11

gical Benefits are again available regardless of whether it is for the same cause.

Oral Surgery

Benefits are also provided in non-occupational cases for operative and cutting procedures for the treatment of diseases and injuries of the jaw or for the extraction of impacted teeth if admitted as an inpatient to a legally constituted Hospital and if the surgery is performed by a licensed Physician or a Doctor of Dental Surgery.

These benefits will be paid only for the specific services set forth in the attached Schedule of Oral Surgery—Exhibit B. Reimbursement will be in an amount equal to the Doctor's charge but not greater than the maximum amount specified in the Schedule of Oral Surgery.

Radiation Therapy

Benefits are also payable in non-occupational cases for treatments by X-ray, Radium or External Radiation, which may be provided either in or out of the Hospital, when performed and billed by a licensed Physician.

Payments will be made at the rate of \$7.50 per treatment or the Physician's charge for such treatment, whichever is less, for only the particular conditions set forth and up to the maximum amounts specified in the attached Maximum Payments for Radiation Therapy schedule—Exhibit C.

Payments to the Physician for Radiation Therapy will not be made under this coverage if payments therefor are claimed by a Hospital, Laboratory, or other Institution or if the treatments are covered to any extent by the Daily Hospital Benefits or Special Hospital Charges.

under which the employee or his dependent is covered.

Anesthesia Services

Benefits are provided, in cases of surgery due to non-occupational causes, for the administration of anesthetics, except local infiltration anesthetic, either in or out of the Hospital, when administered and billed by a licensed Physician other than the operating Surgeon or his assistant.

Payments will not be made under this coverage if payments therefor are claimed by a Hospital or other Institution or if the services are covered to any extent by the Daily Hospital Benefits or Special Hospital Charges under which the employee or his dependent is covered. Payment for administration of anesthetics will be in accordance with the following, but in no event will such payments be greater than the licensed Physician's charge for such services:

<u>Payment Under "Triolo-C"</u> <u>For Surgical Procedures</u>	<u>Maximum Payment</u> <u>For Anesthetics</u>
\$75.00 or under (or for Obstetrical Delivery by Manipulation)	\$15.00
Over \$75.00	20% of the payment for Surgical Procedures

Maternity Benefits under the Surgical Benefits coverage are described only in Section IX hereof.

SECTION VIII DIAGNOSTIC SERVICES

Diagnostic X-Rays

Benefits are provided for diagnostic X-ray examinations, either in or out of the Hospital, which are required in the diagnosis of a spe-

cific non-occupational condition due to disease or injury and which are either:

1. ordered by a licensed Physician or a Doctor of Dental Surgery who is engaged in general or special practice other than Radiology, and, when so ordered, are made by a licensed Physician (excluding a Doctor of Dental Surgery or the Doctor ordering such X-rays), who limits his practice to Radiology, or

2. made by a licensed Physician (excluding a Doctor of Dental Surgery) qualified to undertake Radiological examinations within the confines of a single specialty.

Payments for these benefits will only be made for the specific diagnostic X-rays and amounts set forth in the attached Maximum Payment for Diagnostic X-Ray Examinations schedule—Exhibit D, plus \$10.00 for examinations made with portable apparatus outside the Hospital or Doctor's office, but in no event more than the Physician's actual charge for the service performed and subject to a maximum of \$75 of total benefits to be paid during any 12-month period.

Payments will *not* be made for the following:

1. X-ray examinations in connection with pregnancy, care of teeth, research studies, screening, routine physical examinations or check-ups, pre-marital examinations, routine procedures provided on admission to a Hospital, fluoroscopy without films, or any examination not necessary to the diagnosis of a sickness or injury, or

2. X-ray examinations for which payments are claimed by a Hospital, laboratory, or other institution, or if the services are covered

ered to any extent by the Daily Hospital Benefits or Special Hospital Charges under which the employee or his dependent is covered.

Diagnostic Examinations

Benefits cover only the following specific diagnostic examinations whether provided either in or out of the Hospital, when made or ordered and charged by a licensed Physician on behalf of a non-occupational condition, up to the maximum amounts indicated but in no event greater than the Physician's charge for such examinations:

<u>Diagnostic Examination</u>	<u>Maximum Payment</u>
Electroencephalogram	\$25.00
Electrocardiogram	15.00
Basal metabolism	10.00

The maximum payment for all such diagnostic examinations shall be limited to \$75.00 of total benefits to be paid during any 12-month period.

Payments Will Not Be Made For The Following:

1. Examinations in connection with pregnancy, care of teeth, research studies, screening, routine physical examinations, or check-ups, pre-marital examinations, routine procedures provided on admission to a Hospital, or any examinations that are not necessary to the diagnosis of a specific sickness or injury, or
2. Examinations for which payments are claimed by a Hospital, Laboratory, or other institution, or if the services are covered to any extent by the Daily Hospital Benefits or

Special Hospital Charges under which the employee or his dependent is covered.

SECTION IX MATERNITY BENEFITS

Eligible employees and covered wives of eligible employees will be insured for Maternity Benefits in accordance with the following schedule which represents the benefits payable under the "Triple-C" Plan for Maternity cases:

Schedule of Maximum Maternity Payments

For Female Employees:

Weekly Disability Payments
Up to \$55 for 6 weeks \$330

For Female Employees and Wives of Male Employees

- | | |
|---|--------------|
| *1. Daily Hospital Benefits | |
| Semi-Private Accommodations | full cost |
| Private room | \$15 per day |
| 2. Special Hospital Charges | full cost |
| 3. Obstetrical Fees | |
| Normal Delivery | \$90 |
| Miscarriage | \$42 |
| Caesarean Section, including delivery,
or abdominal operation for extra-uterine
pregnancy | \$150 |

* Up to 14 days in case of Normal Delivery and up to 120 days for complications requiring hospitalization arising out of, during or following pregnancy.

Effective April 1, 1961 the preceding benefits will be increased as follows:

1. Weekly Benefits—up to \$60 for 6 weeks up to \$360.
2. Daily Hospital Benefits for Private Room—Hospital's actual charge up to \$15 or, if greater, up to the Hospital's most common Semi Private room charge.

These Maternity Benefits are payable only for surgical procedures and services performed

or hospital confinements commencing after the specified preceding benefits for the employee or dependent wife became effective and on behalf of pregnancies which commenced after the employee or dependent wife, as applicable, became insured for these coverages.

SECTION X SCHEDULE OF LIFE INSURANCE AND WEEKLY SICKNESS AND ACCIDENT BENEFITS

*Employee's Annual Base Pay	Life Insurance	Weekly Sickness and Accident Benefits for Disability Commencing:
Under \$3,500	\$ 6,000	Prior to 4/1/51
\$3,500 to 4,500	6,000	4/1/51 and thereafter
4,500 to 5,500	6,000	\$17.50
5,500 to 6,500	8,000	\$17.50
6,500 to 7,500	10,000	\$17.50
7,500 to 8,500	12,000	\$17.50
8,500 to 9,500	14,000	\$17.50
9,500 to 10,500	16,000	\$17.50
10,500 to 11,500	18,000	\$17.50
Etc. in \$1,000 steps Etc.	20,000	\$17.50

* Annual base pay equals the employee's regular base hourly rate times 2080 hrs. in the case of a regular per-time employee. (Employees assigned regular per-time employees scheduled for less than full time) not more than 52 times the average annual number of hours per week. In the case of variable annual base pay is determined by multiplying the employee's monthly base salary by 12.

The amount of Life Insurance provided herein shall include any amount of death benefits provided at Company cost under any other benefit plan of the Company or predecessor company.

Class
ge of annual base pay (other
efficient to place an employee
ing class, the amount of his
his Weekly Sickness and
ill be changed accordingly
ange in rate of pay is put
employee is then at work;
upon his return to work.

SECTION XI DEPENDENTS

Dependents are defined as the wife of a male employee and the unmarried children over 14 days and under 19 years of age of a male employee, or of a widowed female employee, or of a divorced or legally separated female employee, provided she is the principal support of such children, but excluding, in all cases, any person also employed by Continental Can Company, Inc. or its subsidiaries and any person residing outside the United States and Canada.

In the case of a new born child, such child will be considered as a dependent for the purposes of Daily Hospital Benefits, Special Hospital Charges and Doctor's Hospital Calls prior to 14 days of age only during the period, if any, the child is confined to the Hospital following the mother's discharge from the Hospital.

For the purpose of Surgical Benefits a new born child will be considered as a dependent from the date of birth.

SECTION XII HOSPITAL-SURGICAL BENEFITS AFTER RETIREMENT

The following benefits apply to all confinements in a legally constituted Hospital commencing or for surgical procedures performed

on or after April 1, 1960. Retired employees of the Company residing in the United States or Canada who shall have been retired on normal, early or disability pensions under the "Triple-C" Pension Plan negotiated with the Union or who shall retire under such "Triple-C" Pension Plan during the term of this Agreement, and the employee's female spouse who was also his spouse at the time of retirement, if any, shall be covered for Hospital-Surgical Insurance following the employee's retirement as hereafter provided:

1. Daily Hospital Benefits providing reimbursement up to full semi-private or ward rate, or up to \$15 a day for private room, for as long as 120 days during any one continuous period of Hospital confinement. Periods of Hospital confinement due to the same or related causes are considered as one continuous period unless separated by a 3-month interval.

2. Reimbursement for full cost of ambulance or necessary services charged by a legally constituted Hospital while the retired employee or female spouse, if any, are receiving Daily Hospital Benefits.

These services include:

Ambulance	Electrocardiograms
Anesthesia	Fluoroscope
Blood-Metabolism Tests	Laboratory Tests
Blood and Plasma	Operating Room
Diagnostic Exams	Oxygen
Dressings	Radiation Therapy
Drugs and Medicines	X-Ray Tests

and any other necessary hospital care, including general nursing but not private Nurses or Doctors' bills.

3. A retired employee or female spouse, if any, will receive reimbursement for Hospital

out-patient charges in connection with minor surgery, or treatment for an accident within 48 hours after the accident.

4. Reimbursement for charges made for surgical operations performed on a retired employee or female spouse, if any, will be made up to the fee listed in the attached Schedule of Surgical Benefits for Retired Employees—Exhibit E. The maximum reimbursement is \$200 for all surgery performed during any one continuous period of disability. Disability shall be considered continuous for this purpose unless there is a 4-month interval without surgery.

Full Surgical Benefits will be paid again for surgery separated by a 3 month interval.

5. Benefits will be paid toward charges made by a Doctor visiting a retired employee or female spouse, if any, for visits made in a legally constituted Hospital, as follows:

(a) If there is no surgery, up to \$4 will be paid for each day in the Hospital up to a maximum of \$124.

(b) In case of surgery, the larger of the following will be paid:

(1) \$4 a day up to \$124 for days in the Hospital prior to the surgery, or

(2) \$4 a day for all days in the Hospital up to \$124, less the amount of Surgical Benefits paid.

The preceding benefits are payable only for non-occupational disabilities. They will not be payable in cases where services are rendered by any facility contracted for or operated by any Government for the principal purpose of treatment of members or ex-members of its armed forces. Also, they will not be paid in any case

when active employee "Triple-C" Hospital-Surgical Benefits are payable.

Coverage under this Section XII for the retired employee shall cease when the retired employee shall have received total benefits of \$2500 or shall die. Coverage for a female spouse shall cease upon receipt of \$2500 benefits paid upon her behalf, upon her death or upon the death of her husband, whichever is earliest.

If subsequent Governmental legislation should provide any of these benefits for retired employees or their wives, the parties will meet and agree on modifications of this Section XII to eliminate any duplication of benefits and as to disposition of any savings to the Company. The costs of these benefits will be based on the groupings of retired employees as determined by the Company, if any, who are participating in this program.

SECTION XIII MODIFICATION TO MEET STATE OR GOVERNMENTAL LAWS

This "Triple-C" Plan will be modified when and if it is necessary to meet the requirements of any non-occupational State or Governmental Disability or Hospitalization Law and in accordance with any such Law. It is the intention of the parties that the "Triple-C" Plan will provide any benefits beyond those of the "Triple-C" Plan as required by such Law but with any additional costs for such further benefits to be paid for by the employees.

SECTION XIV EMPLOYEE BOOKLETS AND CERTIFICATES OF INSURANCE

Announcement Booklets will be distributed to all covered employees and retired employees.

and will describe the major provisions of the Plan applicable to them. Insured employees and retired employees will also receive Certificates of Insurance further describing the pertinent provisions of their coverages.

SECTION XV CLAIM PAYMENTS

Claims will be administered by the Metropolitan Life Insurance Company as underwriter of the Plan. This Insurance Company will have the responsibility for evaluation and payment of such claims based upon information contained in prescribed claim forms and the Insurance Company shall have the right to require such additional medical or other information as they may find necessary to properly evaluate a claim.

SECTION XVI DISCONTINUANCE OF INSURANCE BEFORE RETIREMENT

All insurance (employee and dependent) will be discontinued upon termination or separation from active employment subject to the following exceptions:

1. Life insurance will be continued up to 9 months and Disability Benefits up to 1 month for an employee laid off temporarily or granted a leave of absence for personal reasons other than disability provided that the possibility of re-employment continues and the employee returns to work whenever recalled or upon the expiration of approved leave of absence.
2. For lay-offs commencing on or after April 1, 1961, all Group Insurance except Weekly Sickness and Accident Benefits will be continued following lay-off for employees with

at least two years of continuous service, at date of lay-off for up to six months following date of lay-off provided that an employee who fails to return upon recall shall cease to have such continued coverage. The provisions in paragraph 1 for continued coverage in excess of the foregoing shall continue in effect.

3. Following discontinuance of insurance of active employees under the provisions of the Plan, all coverages will cease, except that Life Insurance protection will continue for 31 days thereafter.

4. Life Insurance and Disability Benefits of employees who become totally disabled and who do not retire will be continued during disability for a maximum of up to 2 years from the date last worked. If maximum payments for any form of benefit are made, the benefit will not be reinstated until the employee returns to work.

5. If an employee who is on lay-off becomes totally disabled and does not retire and who would have been recalled while any of his insurance is still in force, the insurance which has not been exhausted will be continued during such disability for a maximum of 2 years from the date he last worked.

6. If an employee who is disabled would have been laid off had he been at work and later recovers and continues in a laid off status with the possibility for re-employment existing, his Life Insurance will be continued for 9 months from the date he would have been laid off or 2 years from the date last worked, whichever is earlier.

7. If a female employee or dependent wife is pregnant on the date of cessation of insur-

ance on her account, and if she was not pregnant on the date insurance on her account became effective but became pregnant while insurance on her account was effective, and if due to such pregnancy she is confined in a Hospital or undergoes a surgical operation within 9 months following withdrawal of insurance on her account, she will be entitled to the benefits outlined under Section IX hereof—Maternity Payments and only these benefits.

SECTION XVII RETIREMENT

Except for the provisions relating to insurance continuance after retirement on a formal Company "Triple-C" pension described in Section H and Section XII hereof, all other insurance under the "Triple-C" Plan will cease upon retirement from active service.

SECTION XVIII RIGHTS AND OBLIGATIONS AS TO EARNING

During the term of this Agreement, neither the Union nor any of the employees shall:

1. make any request that this Agreement be changed in any respect or terminated or that the amount of insurance which the Company is to provide under the terms of this Agreement be increased; or
2. engage or continue to engage in or in any manner encourage or sanction any strike or other action which will interfere with work or production at any of the plants of the Company specified in the Master Agreement for the purpose of securing any such increase or any such change or any other action with respect to insurance.

During the term of this Agreement, the Com-

pany shall not have any obligation to negotiate or bargain with the Union with respect to any of the matters covered by Paragraphs 1 and 2 above.

During the term of this Agreement, the Company shall not change or request any change in this Agreement or engage in, sanction or permit any lockout for the purpose of securing any such change.

SECTION XIX DISPUTES

Disputes under this Agreement shall be processed as grievances under the grievance procedure of the Master Agreement commencing with step three (3).

SECTION XX TERM OF AGREEMENT

This Agreement is made with the understanding that it will become effective as of April 1, 1960, except as may be specifically otherwise provided herein, and will remain in effect until November 30, 1962, and will be automatically renewed thereafter for successive periods of 12 months unless either party requests a change in this Agreement or the negotiation of a new Agreement by giving written notice to the other party not less than 60 calendar days before November 30, 1962, or November 30 of any other year thereafter; provided that in any event this Agreement shall remain in effect only as long as a Master Agreement continues to exist between the parties.

CONTINENTAL CAN COMPANY, INC.

W. A. LACKEL, General Manager Industrial Relations

WALTER F. KLINT, Asst. to Gen. Mgr. Industrial Relations

INTERNATIONAL ASSOCIATION OF MACHINISTS

F. R. WHITE, President

EXHIBIT A
Schedule of Surgical Operations

The amount of payment for any surgical operation shall not exceed the amount specified in this Schedule for such surgical operation.

The amounts specified in this Schedule are not intended to represent what the physician's or surgeon's charge will or should be, but merely state the maximum amount payable to the Employee in cash under the terms of this Agreement.

If more than one operation is performed through the same abdominal incision, the total payment for all such operations shall not exceed the greater of \$210.00 or the maximum payment specified in the schedule for that one of such operations for which the largest amount is payable.

Surgical Operation	Maximum Payment
ABDOMEN	
Resection of stomach or large intestine (including rectum)	\$300.00
Cholecystectomy: plastic repair or reconstruction of bile ducts	300.00
Pancreatotomy, local, partial or subtotal....	300.00
Removal, or other operation on gall bladder or liver	240.00
Gastro-enterotomy, gastrostomy	240.00
Intestinos, small, resection or anastomosis....	240.00
Pyloroplasty	240.00
Subdiaphragmatic or subphrenic abscess....	210.00
Peptic ulcer, perforated, closure of	210.00
Exploratory laparotomy	210.00
Appendectomy	150.00
Cutting into abdominal cavity for diagnosis or treatment of organs thereof (unless otherwise specified in this schedule)	210.00

Surgical Operation	Maximum Payment
AMPUTATIONS	
Upper Extremity	
Intercapulo-thoracic	300.00
Disarticulation of shoulder	180.00
Arm through humerus	120.00
Forearm, through radius and ulna	120.00
Hand through metacarpal bones	72.00
Finger, one at any joint or phalanx	48.00
each additional finger	18.00
Lower Extremity	
Hind-quarter (Hemipelvectomy)	300.00
Disarticulation of hip	210.00
Thigh, through femur, supracondylar	150.00
Leg, through condyles of femur	210.00
Leg, through tibia and fibula	150.00
Foot, transmetatarsal	90.00
Toe, one at any joint or phalanx	48.00
each additional toe	18.00
BONES	
Osteoplasty (shortening or lengthening of bone)	240.00
Dissected bone, removal, (alveolar process amputated):	
Metacarpal, Metatarsal, or Phalanx	60.00
All others	180.00
Drilling of cortex for osteomyelitis or bone abscess or incision of periosteum, (alveolar process amputated)	60.00
Casting operation for removal of material used for internal fixation	60.00
Osteotomy for correction of congenital or acquired deformities:	
Major long bones	90.00
Fingers or toes	60.00
Epiphyseal arrest by drilling, grafting or stapling	60.00
Epiphysis, one or more, removal of	60.00
BREAST	
Abscess	42.00
Benign tumors, or partial amputation	60.00
Mastectomy:	
Simple	120.00
Radical	300.00

Surgical Operation	Maximum Payment
CARDIOVASCULAR SYSTEM	
Heart and Pericardium:	
Cardiotomy, pericardiotomy or pericardi- ectomy	300.00
Arteries:	
Arteriotomy, with exploration or removal of embolus:	
intrathoracic	300.00
intraabdominal	210.00
neck or extremities	60.00
Excision of arterial or arteriovenous aneurysm	180.00
Angiography:	
catheterization of heart chambers	60.00
cerebral angiogram, with vessel exposure ..	36.00
Veins:	
Varicose veins:	
injection treatment, each treatment (not more than 5)	12.00
stripping operation	90.00
Phlebectomy, with exploration or removal of thrombus:	
intrathoracic	300.00
intraabdominal	210.00
neck or extremities	60.00
Transfusion of Blood:	
Recipient, each transfusion (not more than 8)	20.00
CHEST	
Cutting into thoracic cavity for diagnosis or treatment of organs therein (unless other- wise specified in this schedule)	300.00
Lobectomy	300.00
Pneumolysis	180.00
Thoracotomy for drainage	90.00
Pneumothorax, artificial: induction of	36.00
each needle	12.00
Thoracostomy: puncture of pleural cavity for aspiration	18.00
DISLOCATIONS, REDUCTION OF:	
Unless otherwise specified, the maximum pay- ment shown is the payment for closed reduction or treatment.	

Surgical Operation	Maximum Payment
Maximum payment for open reduction or operation for treatment of compound dislocations is twice the amount shown for closed reduction unless otherwise specified in the schedule.	
Temporomandibular (clavicle, sternoclavicular, or acromioclavicular)	18.00
Shoulder (humerus): closed reduction	60.00
open reduction	48.00
Fibula	210.00
Metacarpal or carpal	60.00
Finger	12.00
Thumb: closed	12.00
open	60.00
Hip (femur)	120.00
Knee (tibia)	90.00
Patella: closed reduction	48.00
open reduction	120.00
Semilunar cartilage (meniscus): closed	18.00
open	150.00
Ankle or Astragalo-tarsal	60.00
Other tarsal or Metatarsal	12.00
Toe	12.00
EAR, NOSE OR THROAT	
Labyrinthectomy	300.00
Labioplasty	300.00
Penetration of semicircular canals	300.00
Mastoidectomy	180.00
Myringotomy: tympanotomy: plicectomy	18.00
Tonsillectomy:	
Removal of tonsils or tonsils and adenoids:	
Employee, Wife, or Child 12 years of age and over	60.00
Child under 12 years of age	36.00
Nasal septum, submucous resection with or without rhinoplasty	120.00
Rhinoplasty with or without submucous resection:	
Including grafts	180.00
Without grafts	120.00
Maxillary sinusotomy, simple:	
unilateral	60.00
Maxillary sinusotomy, radical (Caldwell-Luc):	
unilateral	120.00
bilateral	180.00

Surgical Operation	Maximum Payment
Sphenoid or ethmoid sinusotomy.....	80.00
Frontal sinusotomy, external, radical.....	100.00
Combined external, frontal, ethmoid and sphenoid sinusotomy:	
unilateral.....	100.00
bilateral.....	240.00
Removal of nasal polyp or turbinate (one or more).....	30.00
Tracheotomy.....	90.00
Laryngectomy.....	100.00
ENDOSCOPIC PROCEDURES	
Theranoscopy, laryngoscopy, or Cystoscopy:	
With surgical operation.....	100.00
Without surgical operation.....	72.00
Bronchoscopy, esophagoscopy, or gastroscopy:	
With surgical operation.....	120.00
Without surgical operation.....	72.00
Laryngoscopy, direct:	
With surgical operation.....	90.00
Without surgical operation.....	30.00
Cystoscopy:	
With surgical operation (not otherwise classified).....	60.00
Without surgical operation.....	30.00
Proctoscopy—Sigmoidoscopy—Ileus Rectum	
EYE	
Detached retina, repair of.....	240.00
Cataract, extraction.....	100.00
Cataract, needling.....	90.00
Enucleation or evisceration.....	150.00
Enucleation or evisceration, with implanta- tion.....	180.00
Cutting operation on eye muscles, one or more muscles.....	150.00
Glaucoma, operation for.....	150.00
Removal of intraocular foreign body.....	150.00
Iridectomy or Keratotomy.....	120.00
Plastic repair of eyelid.....	100.00
Pterygium.....	60.00
Operative removal of foreign body imbedded in cornea or sclera.....	18.00

Surgical Operation	Maximum Payment
FRACTURES, TREATMENT OF	
Unless otherwise specified the maximum payment is the payment for closed reduction or treatment.	
Maximum payment for open reduction or operation for treatment of compound fractures is twice the amount shown for closed reduction unless otherwise specified in the schedule but not exceeding \$300.	
Epiphyseal separations are considered fractures of the bone involved.	
Skull	
Depressed:	
Requiring dural repair	300.00
Not requiring dural repair	150.00
Non-operative treatment	60.00
Facial Bones	
Nose	30.00
Mandible, or maxilla	60.00
Mandible, or maxilla, open or closed reduction, with wiring of teeth or application of skeletal fixation	100.00
Facial bones (not otherwise classified)....	30.00
Spine and Trunk	
Vertebra, body of:	
closed treatment (one or more)	120.00
laminectomy or open fusion for	200.00
Vertebral process, one or more	30.00
Sacrum	60.00
Coccyx	30.00
Ribs: one	24.00
each additional	6.00
Sternum	30.00
Sternum, depressed, open reduction	120.00
Clavicle	48.00
Scapula	60.00
Pelvis:	
Closed reduction	90.00
With fracture and protrusion of the acetabulum	150.00
Open operation including repair of pelvic contents	300.00
Upper Extremity	
Humerus	120.00
Elbow, fracture also	120.00

<i>Surgical Operation</i>	<i>Maximum Payment</i>
Radius and/or ulna	120.00
Wrist: Carpal Bones—one or more	90.00
Metacarpal—one or more	60.00
Finger or thumb: one	36.00
each additional	12.00
Lower Extremity	
Femur	210.00
Tibia and/or fibula	150.00
Patella	78.00
Ankle, bimalleolar or trimalleolar	150.00
Astragalus and/or Os Calcis	120.00
Other Tarsal and/or Metatarsal bones	60.00
Toes: one	36.00
each additional	12.00
GENITAL SYSTEM	
Female (Gynecology)	
Radical hysterectomy for malignant tumor ..	300.00
Hysterectomy, including total or subtotal supracervical or panhysterectomy (with or without, dilatation and curettage, surgery on tubes, ovaries, ligaments or pelvic floor repair)	210.00
Excision of fibroid tumor of uterus	150.00
Uterine suspension or fixation	150.00
With interposition, with or without pelvic floor repair	180.00
Amputation of Cervix	60.00
Local excision of lesion of cervix, conization, cauterization or any combination thereof ..	80.00
Dilatation and curettage (non-puerperal) ...	42.00
Dilatation and curettage (non-puerperal) with local excision of lesion of cervix, conization or cauterization	60.00
Cystocele and/or rectocele, repair of	90.00
Parasymphysis, parineoplasty, colpoplasty, other gynecological plastic, or any combina- tion thereof	90.00
Any operation on the ovaries and/or fal- lopian tubes	150.00
Bartholin's and Skene's glands, or areolar caruncles:	
Excision	42.00
Incision	18.00
Male:	
Prostate, removal for malignant tumor	800.00

Surgical Operation	Maximum Payment
Prostate removal	240.00
Prostate, external drainage of abscess	60.00
Orchidectomy or epididymectomy	90.00
Excision of:	
Hydrocele	90.00
Varicocele:	
Unilateral	60.00
Bilateral	90.00
Vasectomy for disease	48.00
Incision into testis or epididymis	42.00
Circumcision:	
Of Employee or Dependent 12 years of age or over	36.00
Of Dependent under 12 years of age	24.00
HERNIA	
Hernioplasty: herinorrhaphy: herniotomy:	
Single	\$120.00
Multiple	100.00
Hiatus or diaphragmatic	300.00
Ventral, incisional	210.00
Ventral, incisional with fascial or artificial implant	240.00
JOINTS	
Arthroplasty	
Shoulder, elbow, hip, knee	300.00
Wrist or ankle	150.00
Any other joint	72.00
Arthrodesis: fusion or fixation	
Hip or shoulder	210.00
Knee or ankle	180.00
Elbow or wrist	150.00
Spine fusion—see Spine	
Intervertebral disc—see Spine	
Arthrotomy	
Shoulder, elbow, hip or knee	180.00
Wrist or ankle	150.00
Any other joint	60.00
Capsolectomy and/or capsuloplasty	
Shoulder, elbow, hip and knee	120.00
Any other joint	60.00
Capsoorrhaphy: suture of repair of joint capsule	90.00
Bursa—Excision of or incision into	90.00
Needling of	24.00

<i>Surgical Operation</i>	<i>Maximum Payment</i>
MUSCLES—CUTTING, REPAIR, SUTURING AND TRANSPLANTATION	
Single	60.00
Each additional	38.00
Division of scalenus anticus	90.00
Division of sternocleidomastoid for torticollis	120.00
NERVES	
Gasserian ganglionectomy	300.00
Sympathectomy	210.00
Retrogasserian neurectomy: transection of sen- sory root of trigeminal nerve	210.00
Transection of vestibular branch of acoustic nerve	120.00
Peripheral nerve trunk surgery	90.00
Transection of phrenic nerves	90.00
Injection of alcohol	30.00
Diagnostic and therapeutic blocks:	
Sympathetic block (lumbar, dorsal, or cer- vical), initial	30.00
Paravertebral block, initial	30.00
GYNASTRICAL PROCEDURES	
Delivery of child or children	90.00
Cesarean section, including delivery	150.00
Abdominal operation for extra-uterine preg- nancy	150.00
Miscarriage	45.00
PARACENTESIS	10.00
RECTUM AND ANUS	
Proctoplasty, perineal, for stricture or pro- lapse	120.00
Cutting operation or injection treatment for radical cure of hemorrhoids (complete pro- cedure):	
Other than external	90.00
External only	60.00
Cutting operation for fistula-in-ano	90.00
Practorrhaphy for stenosis	60.00
Cutting operation for fissure	34.00
Cryptectomy, single or multiple	12.00
Fasciectomy of external thrombotic hemor- rhoid	12.00

Surgical Operation	Maximum Payment
Biopsy, not otherwise classified	12.00
Other cutting operations	30.00
Proctoscopy	12.00
Proctoscopy, with removal of papillomas or polyps	30.00
Sigmoidoscopy	30.00
Sigmoidoscopy, with removal of papillomas or polyps	42.00
If more than one operation is performed at any one time on the rectum or anus, the maxi- mum payment shall not exceed \$150.	
SKIN AND SUBCUTANEOUS AREOLAR TISSUE	
Excision of pilonidal cyst or sinus	120.00
Wide excision of lesion, with graft or plastic closure	120.00
Wide excision of lesion, without graft or plas- tic closure	60.00
Drainage of furuncle, small subcutaneous abscess or sebaceous cyst	12.00
Drainage of abscess or paronychia, with or without complete or partial avulsion of nail	12.00
Drainage of lymph node abscess or lympho- denitis	12.50
Incision and removal of foreign body	12.00
Biopsy of skin, subcutaneous tissue, or lymph node	12.00
Local excision of small benign neoplastic dermatitis, inflammatory or congenital lesion	18.00
Excision of nail, nail bed, or nail fold:	
partial	12.00
complete	30.00
Excision of lymph node for diagnosis	80.00
Simple excision of lymph node for tuber- culosis	60.00
Excision of carbuncle	30.00
Drainage of carbuncle	10.00
Lacerations, surgical repair of:	
Simple	18.00
Each additional	12.00
All types, maximum	90.00
Burn, surgical treatment of:	
Third degree	42.00
Second degree	24.00

Surgical Operation	Maximum Payment
SKULL .	
Craniotomy, with plastic repair, bone graft, metal or plastic plate	300.00
Trephination (or burr holes) exploratory:	
Unilateral	60.00
Bilateral	90.00
Ventriculography	60.00
SPINE	
Intervertebral disc, operation for	300.00
Laminectomy	300.00
Spine fusion	300.00
Pneumo-encephalography	30.00
Spinal puncture (lumbar puncture)	18.00
TENDONS	
Cutting, Repair, Suture and Transplantation:	
Single	60.00
Each additional	30.00
Fasciotomy for Dupuytren's contracture ...	120.00
THYROIDECTOMY	270.00
TUMORS	
Removal of, by cutting operation:	
Malignant tumors (except those of face, lip, or skin)	300.00
Malignant tumors of face, lip, or skin	120.00
URINARY SYSTEM	
Removal of kidney	240.00
Creating operation into kidney, ureter, or bladder	210.00
Cystostomy, (for drainage)	170.00
Cutting into urethra	120.00
Lithotomy or crushing of stone	100.00

The maximum payment for any surgical operation not specified in the foregoing schedule shall be determined by the Insurance Company on the basis of the severity of the type of operation, in an amount consistent with the maximum payments for operations listed in this Schedule.

EXHIBIT B

Schedule of Oral Surgery

Surgical Operation	Maximum Payment
Surgical removal of impacted tooth	
Soft tissue impaction	\$10.00
Partially covered by bone	35.00
Completely covered by bone	75.00
Limit for one hospitalization not to exceed \$150.00.	
After removal of first impaction, the remaining impactions will be paid for at one-half rate.	
Dental root resection; apicectomy, one	35.00
Alveolotomy; area occupied by lost lower teeth	35.00
(Two or more partial areas of six teeth are classed as multiple operations; one of one and one-half times minimum fee)	
Alveolotomy; maxillary or mandibular	60.00
Excision of radicular or dentigerous cyst—extensive	150.00

EXHIBIT C

Maximum Payments for Radiation Therapy

Condition	Maximum Payment
MALIGNANCY OF THE GENITO-URINARY TRACT	
Uterus and adnexa	\$150.00
Kidneys	150.00
Prostate	150.00
Bladder	150.00
Testical and Regional Nodes	200.00
CARCINOMA OF BREAST	
Unilateral	150.00
Bilateral	200.00
DISEASE OF HEMIC AND LYMPHATIC SYSTEMS	
Lymphomas (Malignant or benign)	150.00
Myeloma	150.00
Leukemia	150.00

Condition	Maximum Payment
DISEASE OF SKELETAL SYSTEM	
Primary bone tumors	150.00
Bursitis	75.00
LESIONS OF THE SKIN AND LIPS	
Malignant lesions	60.00
Hemangioma and vascular nevi	50.00
MALIGNANCIES OF THE G. I. TRACT	
Carcinoma of the Esophagus	150.00
MALIGNANCIES OF HEAD AND NECK	
Oral and Nasal Cavity	150.00
Larynx	150.00
Pharynx	150.00
Thyroid	150.00
Primary Broncho Pulmonary Malignancy....	150.00
Metastatic or Recurrent Malignant Disease ..	150.00
NERVOUS SYSTEM	
Tumors of the Brain	150.00
Tumors of the Spinal Cord	150.00
Implantation of radium or radon seeds, intra- cavitally (operative procedure), exclusive of cost of radium or radon seeds	75.00
EXHIBIT D	
Maximum Payments for Diagnostic X-Ray Examinations	
TOAST TRANSILLUMINATION TO THE	
Nature of Examination	Maximum Payment
Abdomen, survey (scout film examination)	\$10.00
Abdomen, examination for ruptured viscus, in- testinal obstruction, cholecystitis, etc.; film and/or fluoroscopy	15.00
Follow-ups, as required, same examination	5.00
Abdomen, special studies as required in con- nection with passage of Miller-Abbott tube	15.00
Follow-ups, as required, same examination	5.00
Ankle	10.00
Biliary tract, gall bladder with oral dye (chole- cystogram)	25.00
Biliary tract, cholangiography	25.00

Nature of Examination	Maximum Payment
Chest (heart and/or lungs) complete, exclusive of survey or special examination	20.00
Clavicle	10.00
Colon (see G. I. Tract)	
Cystogram (see Urinary Tract)	10.00
Elbow	20.00
Esophagus and/or swallowing function	25.00
Eye (foreign body localization)	20.00
Facial bones	20.00
Femur (see Thigh)	
Finger	7.50
Foot	10.00
Fluoroscopy, in connection with fracture and/or dislocation, or localization of foreign body..	10.00
Fluoroscopy, biplane (special equipment) used in connection with endoscopic extraction of foreign body, aspiration biopsy, cavity evacuation, etc.	25.00
Forearm	10.00
G. I. Tract - series for stomach and duodenum and gastric emptying	35.00
Gall bladder (see Biliary Tract)	
Small bowel series (progress meal - without stomach and duodenum)	20.00
G. I. Tract - Barium enema - single contrast ...	20.00
G. I. Tract - Barium enema - double contrast ...	25.00
Hand	10.00
Hand and wrist	10.00
Heel (see Ankle)	10.00
Hip	15.00
Hip (portable in operating room during interval between)	25.00
Humerus	10.00
Jaw (transverse)	15.00
Knee	15.00
Leg	15.00
Mastoids (comprehensive)	25.00
Nasal bones	10.00
Nose (soft tissue) without fluoroscopy	10.00
Neck, esophagus and swallowing function	25.00
Optic foramina and/or orbit	20.00
Pelvis	15.00
Pyelogram (see Urinary Tract)	
Ribs	15.00

Nature of Examination	Maximum Payment
Scapula	10.00
Sella Turcica (sagittal view)	10.00
Shoulder	15.00
Sinuses	20.00
Skeletal survey, for metastatic neoplasm or constitutional disease	40.00
Skeletal survey, for bone age, single views of representative parts as indicated	15.00
Skull	25.00
Spine, entire survey	35.00
Spine, cervical	20.00
Spine, lumbar	20.00
Spine, lumbar and/or sacroiliac joints	20.00
Spine, sacrum and/or coccyx	15.00
Temporomandibular joints	15.00
Toe	7.50
Thumb	15.00
Tibia (one leg)	20.00
Urinary Tract, cystogram or urethrogram	20.00
Urinary Tract, intravenous urography	25.00
Urinary Tract, retrograde pyelography	20.00
Wrist	10.00
Photographic studies	25.00
Special Studies Requiring Contrast Media	
Bone survey	20.00
Myelography	25.00
Myelography	25.00
Ventriculography	35.00
Encephalography	35.00
Venography	20.00
Angiography (arterial) (extremities)	20.00
Angiography (cerebral)	35.00
Angiography (cardiac) or aortography	40.00
Sinus Tract, retrograde	20.00
Salivary gland	25.00
Nasolacrimal duct	25.00
Intravenous cholangiogram	35.00

If an examination is made with portable apparatus outside a hospital or doctor's office, the maximum payment for such operation will be the amount specified above for the operation plus \$10.00.

EXHIBIT E

Schedule of Surgical Benefits for Retired Employees Operations, Anesthesia, and Radiation Therapy

The amount of payment for any surgical operation shall not exceed the amount specified in this Schedule for such surgical operation.

The amounts specified in this Schedule are not intended to represent what the physician's or surgeon's charge will or should be, but merely state the maximum amount payable to the Employee in cash under the terms of this Agreement.

If more than one operation is performed through the same abdominal incision, the total payment for all such operations shall not exceed the greater of \$140.00 or the maximum payment specified in the schedule for that one of such operations for which the largest amount is payable.

Surgical Operation	Maximum Payment
ABDOMEN	
Reversion of stomach or large intestine (including rectum)	\$200.00
Cholecystectomy; plastic repair or reconstruction of bile ducts	200.00
Pancreasectomy, total, partial or subtotal	200.00
Removal, or other operation on gall bladder or liver	160.00
Gastro-enterectomy, anastomosis	160.00
Ileostomy, small, resection or anastomosis	160.00
Pyloroplasty	160.00
Gastrostomy or subphrenic abscess	160.00
Peptic ulcer, mucrotomy, closure of	140.00
Exploratory Laparotomy	100.00
Appendectomy	100.00
Cutting into abdominal cavity for diagnosis or treatment of (gynecological unless otherwise specified in this schedule)	140.00

Surgical Operation	Maximum Payment
AMPUTATIONS	
Upper Extremity	
Interscapulo-thoracic	200.00
Disarticulation of shoulder	120.00
Arm through humerus	80.00
Forearm, through radius and ulna	80.00
Hand through metacarpal bones	40.00
Finger, one at any joint or phalanx	32.00
each additional finger	12.00
Lower Extremity	
Hind-quarter (Hemipelvectomy)	200.00
Disarticulation of hip	140.00
Thigh: through femur, supracondylar	100.00
through condyles of femur	140.00
Leg: through tibia and fibula	100.00
Foot, transmetatarsal	60.00
Toe, one at any joint or phalanx	32.00
each additional toe	12.00
ANESTHESIA	
\$10 where surgical reimbursement is not more than 50.00% of the surgical benefit payable if more than \$50	
Local anesthesia is not covered and a licensed doctor other than the operating surgeon must administer and charge for the anesthesia	
The maximum anesthesia benefit payable is...	40.00
BONES	
Osteoplasty (shortening or lengthening of bone)	100.00
Disarticulation of bone, removal, (alveolar processes excepted):	
Metacarpal, Metatarsal, or Phalanx ...	60.00
All others	120.00
Drilling of cortex for osteomyelitis or bone abscess or incision of periosteum, (alveolar processes excepted)	40.00
Cutting operation for removal of material used for internal fixation	40.00
Osteotomy for correction of congenital or acquired deformities:	
Major long bones	60.00
Fingers or toes	40.00
Epiphyseal arrest by drilling, grafting or stapling	40.00
Fracture, one or more, removal of	60.00
42	

Surgical Operation	Maximum Payment
BREAST	
Abscesses	28.00
Benign tumors, or partial amputation	48.00
Mastectomy:	
Simple	80.00
Radical	200.00
CARDIOVASCULAR SYSTEM	
Heart and Pericardium:	
Cardiotomy, pericardiotomy or pericardiotomy	200.00
Arteries:	
Arteriotomy, with exploration or removal of aneurysm:	
intrathoracic	200.00
intraabdominal	140.00
neck or extremities	60.00
excision of arterial or arteriovenous aneurysm	120.00
Angiography:	
catheterization of heart chambers	60.00
cerebral angiogram, with vascular exposure	24.00
Veins:	
Varicose veins:	
injection treatment, each treatment (not more than 5)	8.00
cutting operation	60.00
Phlebectomy, with exploration or removal of thrombus:	
intrathoracic	200.00
intraabdominal	140.00
neck or extremities	40.00
Transfusion of Blood:	
Reoperation, each transfusion (not more than 8)	20.00
CHEST	
Cutting into thoracic cavity for diagnosis or treatment of organs therein (unless otherwise specified in this schedule).....	200.00
Lobectomy	200.00
Pneumolysis	120.00
Thoracotomy for drainage	60.00
Pneumothorax, artificial induction of	24.00
each refill	8.00
Thoracentesis: puncture of pleural cavity for aspiration	12.00

Surgical Operation	Maximum Payment
DISLOCATION, REDUCTION OF:	
Unless otherwise specified, the maximum payment shown is the payment for closed reduction or treatment.	
Maximum payment for open reduction or operation for treatment of compound dislocations is twice the amount shown for closed reduction unless otherwise specified in the schedule.	
Temporomandibular	12.00
Clavicle, sternoclavicular or acromioclavicular	48.00
Shoulder (humerus): closed reduction	32.00
open reduction	144.00
Elbow	48.00
Metacarpal or carpal	48.00
Finger	8.00
Thumb: closed	8.00
open	48.00
Hip (femur)	50.00
Knee (tibia)	60.00
Patella: closed reduction	32.00
open reduction	80.00
Semilunar cartilage (meniscus): closed	12.00
open	160.00
Ankle or Astragalo-tarsal	48.00
Other tarsal or Metatarsal	48.00
Toe	8.00
EAR, NOSE OR THROAT	
Labyrinthectomy	200.00
Labyrinthectomy	200.00
Fenestration of semicircular canals	200.00
Mastoidectomy	120.00
Myringotomy: tympanotomy: plasty	12.00
Tonsillectomy:	
Removal of tonsils or tonsils and adenoids	40.00
Nasal septum, submucous resection with or without rhinoplasty	80.00
Rhinoplasty with or without submucous resection	
Including grafts	100.00
Without grafts	80.00
Maxillary sinusotomy, simple:	
antrum window operation:	
unilateral	60.00

Surgical Operation	Maximum Payment
Maxillary sinusotomy, radical (Caldwell-Lue):	
unilateral	80.00
bilateral	120.00
Sphenoid or ethmoid sinusotomy	48.00
Frontal sinusotomy, external, radical	120.00
Combined external, frontal, ethmoid and sphenoid sinusotomy:	
unilateral	120.00
bilateral	160.00
Removal of nasal polyp or turbinate (one or more)	28.00
Tracheotomy	60.00
Laryngectomy	280.00
ENDOSCOPIC PROCEDURES	
Theracoscopy, Peritonoscopy, or Culos- copy:	
with surgical operation	120.00
without surgical operation	48.00
Bronchoscopy, esophagoscopy, or gastroscopy:	
with surgical operation	80.00
without surgical operation	48.00
Laryngoscopy, direct:	
with surgical operation	80.00
without surgical operation	20.00
Cystoscopy:	
with surgical operation (not otherwise classified)	40.00
without surgical operation	20.00
Proctoscopy—Sigmoidoscopy—See Rectum	
EYE	
Detached retina, repair of	160.00
Cataract, extraction	180.00
Cataract, needling	60.00
Enucleation or evisceration	160.00
Enucleation or evisceration, with implanta- tion	120.00
Cutting operation on eye muscles, one or more muscles	100.00
Glaucoma, operation for	180.00
Removal of intraocular foreign body	160.00
Iridectomy or keratotomy	80.00
Plastic repair of eyelid	80.00
Pterygium	40.00
Operative removal of foreign body imbedded in cornea or sclera	12.00

Surgical Operation	Maximum Payment
FRACTURES, TREATMENT OF	
Unless otherwise specified the maximum payment is the payment for closed reduction or treatment.	
Maximum payment for open reduction or operation for treatment of compound fractures is twice the amount shown for closed reduction unless otherwise specified in the schedule but not exceeding \$200.	
Epiphyseal separations are considered fractures of the bone involved.	
Skull	
Depressed:	
Requiring dural repair	200.00
Not requiring dural repair	100.00
Non-operative treatment	40.00
Facial Bones	
Nose	20.00
Mandible, or maxilla	40.00
Mandible, or maxilla, open or closed reduction, with wiring of teeth or application of skeletal fixation	120.00
Facial bones (not otherwise classified)	20.00
Spine and Trunk	
Vertebra, body of:	
closed treatment (one or more)	80.00
laminectomy or spine fusion for	200.00
Vertebral process, one or more	20.00
Sternum	40.00
Coccyx	20.00
Ribs: one	10.00
each additional	4.00
Sternum	20.00
Sternum, depressed, open reduction	80.00
Clavicle	20.00
Scapula	40.00
Pelvis:	
Closed, reduction	80.00
With fracture and protrusion of the os pubis	100.00
Open operation including repair of pelvic contents	200.00
Upper Extremity	
Humerus	80.00
Elbow, fracture into	80.00
Radius and/or ulna	80.00

	Maximum Payment
Surgical Operation	
Wrist; Carpal Bones—one or more	60.00
Metacarpal—one or more	40.00
Finger or thumb; one	24.00
Lower Extremity each additional	8.00
Tibia and/or Fibula	140.00
Ankle	100.00
Astragalus and/or Os Calcis	52.00
Other Tarsal and/or Metatarsal bones	100.00
Toes: one	40.00
each additional	24.00
Total	8.00
GENITAL SYSTEM	
Female (Gynecology)	200.00
Hysterectomy for malignant tumor	140.00
prostatectomy, including total or subtotal ex-	100.00
cision without, or with ureteric surgery,	52.00
on tube, ovaries, ligaments or pelvic floor	100.00
(repeir)	40.00
Excision of Cervix with or without pel.	24.00
Uterine cauterization of cervix	8.00
With suspension of uterus	140.00
Amputation of uterine fundus	100.00
Local excision of fixation	100.00
Dilatation and curettage (non-puerperal)	40.00
with local anesthesia	20.00
Cystocele, rectocele or other prolapse	20.00
Pemphery, or excision of combination	40.00
Any operation thereof	20.00
Bleeding tubes	20.00
Bartholin's gland	40.00
Excision	60.00
Incision	20.00
Male	50.00
Prostate removal for malignant tumor	100.00
Prostate removal	25.00
.....	12.00
.....	200.00
.....	100.00

Surgical Operation	Maximum Payment
Prostate, external drainage of abscess.....	40.00
Orchiectomy or epididymectomy	60.00
Excision of:	
Hydrocele	60.00
Varicocele:	
Unilateral	40.00
Bilateral	60.00
Vasectomy for disease	32.00
Incision into testis or epididymis.....	20.00
HERNIA	
Hernioplasty: herniorrhaphy: herniotomy:	
Single	80.00
Multiple	120.00
Hernia or diaphragmatic	200.00
Ventral, incisional	140.00
Ventral, incisional with fascial or artificial im- plant	100.00
JOINTS	
Arthroplasty	
Shoulder, elbow, hip, knee	200.00
Wrist or ankle	100.00
Any other joint	40.00
Arthrodesis: fusion or fixation	
Hip or shoulder	100.00
Knee or ankle	120.00
Elbow or wrist	100.00
Spine fusion—see Spine	
Intervertebral disc—see Spine	
Arthrotomy	
Shoulder, elbow, hip or knee	120.00
Wrist or ankle	100.00
Any other joint	60.00
Caposotomy and/or capsulectomy	
Shoulder, elbow, hip and knee	80.00
Any other joint	40.00
Caposiorrhaphy: suture or repair of joint cap- sule	60.00
Burns—Excision of or incision into.....	60.00
Needling of	16.00

Surgical Operation	Maximum Payment
MUSCLES—CUTTING, REPAIR, SUTURING AND TRANSPLANTATION	
Single	40.00
Each additional	20.00
Division of acromioclavicular joint	60.00
Division of sternocleidomastoid for torticollis	80.00
NERVES	
Gasserian ganglionectomy	200.00
Sympathectomy	100.00
Retroganglionic neurectomy: transection of sensory root of trigeminal nerve	100.00
Transection of vestibular branch of acoustic nerve	30.00
Peripheral nerve trunk surgery	60.00
Transection of phrenic nerves	60.00
Injection of alcohol	30.00
Diagnostic and therapeutic blocks:	
Sympathetic block (lumbar, sacral, or cervical), initial	30.00
Paravertebral block, initial	30.00
ORAL PROCEDURES (when performed in a hospital)	
Surgical removal of impacted tooth	
Soft tissue impaction	7.00
Partially covered by bone	24.00
Completely covered by bone	50.00
Limit for one hospitalization not to exceed \$100.00.	
After removal of first impaction, the remaining impactions will be paid for at one-half rate.	
Dental root resection: apicectomy, one	24.00
Alveolotomy: area occupied by not less than six teeth	24.00
(Two or more partial areas of six teeth are classed as multiple operations at one and one-half times minimum fee)	
Alveolotomy: maxillary or mandibular	40.00
Excision of radicular or dentigerous cyst—extensive	100.00
PARACENTESIS	12.00

Surgical Operation	Maximum Payment
RADIATION THERAPY	
Payment for Radiation Therapy will be made at the Physician's charge up to \$5.00 per treatment for the particular conditions specified and up to maximum amounts set forth below:	
Malignancy of the Genito-Urinary Tract	
Uterus and adnexa	100.00
Kidneys	100.00
Prostate	100.00
Bladder	100.00
Testicle and Regional Nodes	134.00
Carcinoma of Breast	
Unilateral	100.00
Bilateral	134.00
Disease of Hematologic and Lymphatic Systems	
Lymphomas (malignant or benign)	100.00
Myeloma	100.00
Leukemia	100.00
Disease of Skeletal System	
Primary bone tumors	100.00
Bursitis	50.00
Lesions of the Skin and Lips	
Malignant lesions	40.00
Hemangioma and vascular nevi	34.00
Malignancies of the C. I. Tract	
Carcinoma of the esophagus	100.00
Malignancies of Head and Neck	
Oral and Nasal Cavity	100.00
Larynx	100.00
Pharynx	100.00
Thyroid	100.00
Primary Broncho Pulmonary Malignancy	100.00
Melanoma or Recurrent Malignant Melanoma	100.00
Nervous System	
Tumors of the Brain	100.00
Tumors of the Spinal Cord	100.00
Implantation of radium or radon seeds (operative procedure), exclusive of cost of radium or radon seeds	50.00
RECTUM AND ANUS	
Proctoplasty, perineal, for stricture or pro-	
lapse	50.00

Surgical Operation	Maximum Payment
Cutting operation or injection treatment for radical cure of hemorrhoids (complete pro- cedure):	
Other than external	60.00
External only	20.00
Cutting operation for fistula-in-ano	60.00
Proctorrhaphy for stenosis	60.00
Cutting operation for fissure	24.00
Cryptectomy, single or multiple	8.00
Excision of external thrombotic hemor- rhoid	8.00
Biopsy, not otherwise classified	12.00
Other cutting operations	20.00
Proctoscopy	8.00
Proctoscopy, with removal of papillomas or polyps	20.00
Sigmoidoscopy	20.00
Sigmoidoscopy, with removal of papillomas or polyps	25.00
If more than one operation is performed at any one time on the rectum or anus, the maxi- mum payment shall not exceed \$100	
SKIN AND SUBCUTANEOUS AREOLAR TISSUE	
Excision of pilonidal cyst or sinus	80.00
Wide excision of lesion, with graft or plastic closure	80.00
Wide excision of lesion, without graft or plastic closure	40.00
Drainage of furuncle, small subcutaneous abscess or sebaceous cyst	5.00
Drainage of myxoid or paronychia, with or without complete or partial avulsion of nail Drainage of lymph node abscess or lympho- dermatitis	5.00
Incision and removal of foreign body	5.00
Biopsy of skin, subcutaneous tissue, or lymph node	5.00
Local excision of small benign, nonmalignant, cutaneous, inflammatory or cancerous lesions Excision of nail, nail bed, or nail fold: partial complete	12.00
Excision of lymph node for diagnosis	20.00
Simple excision of lymph node for tuber- culosis	40.00
Excision of carbuncle	20.00

Surgical Operation	Maximum Payment
Drainage of carbuncle	12.00
Lacerations, surgical repair of:	
Single	12.00
Each additional	2.00
All types, maximum	60.00
Burns, surgical treatment of:	
Third degree	80.00
Second degree	16.00
SKULL	
Craniotomy, with plastic repair, bone graft, metal or plastic plate	800.00
Trephination (or burr holes) exploratory:	
Unilateral	80.00
Bilateral	60.00
Ventriculography	40.00
SPINE	
Intervertebral disc, operation for	200.00
Laminectomy	200.00
Spine fusion	800.00
Parosno-encephalography	20.00
Spinal puncture (lumbal puncture)	12.00
TENDONS	
Cutting, Repair, Suture, and Transplantation:	
Single	80.00
Each additional	80.00
Excision for Paralysis & restructure	80.00
THYROIDECTOMY	100.00
TUMORS	
Removal of, by cutting operation:	
Malignant tumors (except those of face, lip, or skin)	800.00
Malignant tumors of face, lip or skin	80.00
URINARY SYSTEM	
Removal of kidney	100.00
Cutting operation into kidney, ureter, or bladder	140.00
Cystostomy, (for drainage)	80.00
Cutting into urethra	80.00
Litholapaxy or crushing of stone	80.00

The maximum payment for any surgical operation not specified in the foregoing schedule, except Oral Procedures and Radiation Therapy, shall be determined by the Insurance Company on the basis of the severity of the type of operation, in an amount consistent with the maximum payments for operations listed in this Schedule.

For Oral Surgery and Radiation Therapy, benefits are payable only for the procedures listed in the foregoing schedule.

SECTION I DEFINITIONS

1. Wherever used herein (a) The term "Employee" shall mean the employees of the Company for each time during the term of this Agreement as they shall be in the foregoing unit as defined in the Master Agreement. (b) The term "Present Employee" shall include any Employee whose continuous service record shall not have been broken under paragraph 13 of Section II of this Agreement. (c) The term "Terminated" means any Employee who shall have become entitled to receive a pension payment to the terms of this Agreement. (d) The term "continuous service" means the period of service in the employ of the Company determined as provided in paragraph 13 of Section II of this Agreement.

SECTION II PENSION PLAN

1. The Company agrees to provide, as of the effective date of this Agreement, a Pension Plan

which will include all Employees in the bargaining unit specified in the Master Agreement, and to grant the pensions hereinafter provided in this Section II to eligible present Employees in the bargaining unit who retire during the term of this Agreement.

After the effective date of this Agreement, no Employee covered by this Agreement shall be a member of any other pension or retirement plan of the Company.

2. Any present Employee who shall have had at least 15 years of continuous service and who shall have attained the age of 65 years may retire at any time thereafter while in the bargaining unit specified in the Master Agreement and shall be entitled to retire with a lump sum retirement allowance and, after 3 months, a normal pension granted by the Company.

The Company shall be entitled to have a physician designated by the Company medically examine any Employee who is eligible to retire on a normal pension, and if on the basis of such examination the Company finds that the Employee due to some non-temporary or chronic physical condition is unable to:

(a) satisfactorily perform his present job or any other job to which he may be entitled under the seniority provisions affecting him, or

(b) continue such job without jeopardizing his own health or safety or the safety of his fellow workers; or if such Employee refuses to submit to such medical examination, he shall be retired with a lump sum retirement allowance and, after 3 months, a normal pension and his employment with the Company terminated; provided, however, that if he shall be so retired as a result of such medical examination

tion, and not because of refusal to be examined, he may file within 60 days after retirement an application for a review of the findings as provided in paragraph 6 of this Section II, and if the decision from such review is that he should not have been retired, he shall be reinstated and shall be entitled to back pay for the time on pension equal to the compensation he would have received had he not been retired, reduced by any pension, retirement allowance or other payments he shall have received under this Agreement or under any other plan of the Company to the extent provided in paragraphs 11 and 12 of this Section II, and reduced by any payments he shall have received under Title II of the Social Security Act prior to the attainment of the age of 72 years.

3. Any present Employee who shall have had at least 15 years of continuous service and shall have become through some unavoidable cause totally and permanently incapacitated, and who at such time shall be in the bargaining unit specified in the Master Agreement, shall be entitled up to the attainment of the age of 65 years to retire with a disability pension granted by the Company. An Employee shall be deemed to be totally and permanently incapacitated (as the term is used in this Agreement) only:

(a) if he has been totally disabled by bodily injury or disease so as to be prevented thereby from engaging in any occupation or employment for remuneration or profit; and

(b) if such total disability shall have continued for a period of 6 consecutive months and, in the opinion of the qualified physician, it will be permanent and continuous during the remainder of his life.

An incapacity shall be deemed to have resulted from an "unavoidable" cause unless it:

(a) was contracted, suffered or incurred while the Employee was engaged in or resulted from his having engaged in a criminal enterprise; or

(b) resulted from his habitual drunkenness or addiction to narcotics; or

(c) resulted from an intentionally self-inflicted injury.

"Totally and permanently incapacitated", as used in this paragraph, shall not include total and permanent incapacity directly incurred and due solely to the military service of any Employee after June 1, 1950 which prevents him from returning to employment with the Company and for which he receives a pension from the United States.

It is understood that a pension shall not be granted pursuant to the provisions of this paragraph for the purpose of providing an Employee relief from unemployment or any condition other than total and permanent incapacity for medical reasons. Any pension for total and permanent incapacity shall continue only so long as the Pensioner shall be totally and permanently incapacitated. Such incapacity may be verified by the Company through medical examination prior to attainment of the age of 65 years at any reasonable time.

4. Any present Employee who shall have had at least 15 years of continuous service and who shall have attained the age of 60 years may apply for early retirement at any time thereafter up to the attainment of the age of 65 years while he is in the bargaining unit specified in the Master Agreement, and if the Company agrees to such retirement, he shall be entitled to

retire with a lump sum retirement allowance and, after 3 months, an early pension granted by the Company.

Any present Employee who upon permanent shutdown of his plant shall have had at least 15 years of continuous service and shall have attained the age of 60 years, and who at such time shall be in the bargaining unit specified in the Master Agreement, will be retired with a lump sum retirement allowance and, after 3 months, a normal pension, or an early pension without reduction if he shall not have attained the age of 65 years, granted by the Company.

5. Any present Employee who at the time when laid off or upon permanent shutdown of his plant shall have had at least 15 years of continuous service and shall have attained the age of 40 years, and who, in the case of layoff, shall have been on layoff continuously for 2 years and not recalled while in the bargaining unit specified in the Master Agreement, shall, though not entitled to retire under this Pension Plan and notwithstanding loss of continuous service, be entitled upon application to the Company to a deferred benefit granted by the Company which shall commence during the month next following the month in which he shall attain the age of 65 years, or during the month next following the month in which he shall file his application with the Company, whichever shall be later; provided that the application for such deferred benefit is filed not earlier than 90 days before attainment of the age of 65 years and not later than attainment of the age of 70 years.

16. prior to filing application for a deferred benefit, a person who would be eligible for a deferred benefit after the attainment of the age of 65 years shall be reemployed by the Com-

pany, his continuous service to the date previously broken shall be restored and increased thereafter from the date of reemployment, and he shall no longer be entitled to a deferred benefit because of the prior layoff or plant shut-down, anything in this Agreement to the contrary notwithstanding.

6. If, during the term of this Agreement, any difference shall arise between the Company and a Pensioner retired by the Company on a normal pension as provided in paragraph 2 of this Section II as a result of a medical examination, and not because of his refusal to be examined, as to the conditions in said paragraph 2, or between the Company and any applicant for a disability pension as to whether he shall have become totally and permanently incapacitated, such difference shall be resolved as follows:

(a) He shall be examined by a physician who shall have been appointed for the purpose by the Company and by a physician who shall have been appointed for the purpose by the International President of the Union or his designee.

(b) If they shall disagree, the question shall be submitted to a third physician certified by the American Board of Specialists, who shall be selected by such two physicians and who is mutually agreeable to the Company and the Union.

(c) The medical opinion of such third physician, after examination of the Employee and consultation with such two other physicians, shall decide such question conclusively.

The fees and expenses of such third physician shall be shared equally by the Company and the Union.

7. The amount of any lump sum retirement allowance becoming payable to an Employee during the term of this Agreement shall equal 3 months' full pay minus the last annual vacation pay (based on not more than 40 hours pay per week of vacation pay) he shall have received or is eligible to receive. Such 3 months' full pay shall be computed by multiplying the Employee's average straight time hourly rate during the first 4 of the last 5 weeks in which he worked by 520 hours, but not by more, in the case of a regular part time Employee (meaning an Employee assigned to jobs which are customarily scheduled for less than full time), than 13 times in the average number of hours worked per week during the first 4 of the last 5 weeks in which he worked. In no event, anything in this Agreement to the contrary notwithstanding, shall any Employee, as a result of reemployment or otherwise, be entitled to more than one lump sum retirement allowance or similar payment.

The monthly amount of any normal pension commencing during the term of this Agreement shall equal \$2.75 multiplied by the number of years of the Employee's continuous service exclusive of any continuous service accumulated after the time he shall have completed 15 years of continuous service and attained the age of 72 years.

8. The monthly amount of any disability pension commencing during the term of this Agreement shall equal \$3.00 multiplied by the number of years of the Employee's continuous service, or \$100.00, whichever shall be the larger, until and including the month in which he shall attain the age of 65 years; provided that for any month for which he receives or would receive upon application, a disability insurance

benefit under the Social Security Act the monthly amount of disability pension hereunder shall equal \$2.75 multiplied by the number of years of his continuous service but which amount together with such disability insurance benefit shall not be less than \$3.00 multiplied by the number of years of the Employee's continuous service, or \$100.00, whichever shall be the larger. Each Employee applying for a disability pension shall also apply for a disability insurance benefit under the Social Security Act at the same time or as soon thereafter as he reaches the age for eligibility. The monthly amount of any such disability pension shall, commencing with the month next following the Employee's attainment of the age of 65 years, equal \$2.75 multiplied by the number of years of his continuous service.

9. The monthly amount of any early pension commencing during the term of this Agreement shall equal \$2.75 multiplied by the number of years of the Employee's continuous service, and then reduced to its equivalent actuarial value, determined as a reduction of $\frac{1}{4}$ to 1% per each month in the period from the time of early retirement to the attainment of the age of 65 years, because of his commencing to receive payments prior to age 65; provided, however, that the early pension shall not be so reduced if the early pension is payable because of permanent plant shutdown.

If a Pensioner retired on a reduced early pension shall have been reemployed by the Company, the monthly amount of any pension payable to him upon subsequently becoming entitled to a normal or early pension, or of any deferred benefit, under the Pension Plan shall equal the amount of the early pension previously payable to him plus an additional

amount of pension or deferred benefit based on his continuous service accumulated after re-employment but not after the attainment of the age of 72 years, anything in this Agreement to the contrary notwithstanding.

10. The monthly amount of any deferred benefit commencing during the term of this Agreement or thereafter shall equal \$2.75 multiplied by the number of years of the Employee's continuous service.

11. If any Pensioner or person entitled to a deferred benefit is or shall become, or upon application would become, entitled to any other pension or payment in the nature of a pension from any source or fund (other than a pension trust established in accordance with paragraph 16 of this Section II) to which source or fund the Company or a predecessor or subsidiary company shall have directly or indirectly contributed, then the amount of any benefit payable, as may otherwise be provided in this Agreement, for any period shall be reduced by the amount of any such other pension paid or payable to him or that would upon application become payable to him for the corresponding period; provided, however, that if he shall have contributed to the source or fund out of which such other pension shall be paid or become payable or would become payable upon application, then the amount by which the benefit otherwise payable as provided in this Agreement for any period would have been reduced shall be decreased by the amount of that part of such other pension for the corresponding period which shall be attributable to the contributions which he shall have made to such source or fund.

Any such other pension shall not include payments under the Social Security Act and shall not include Workmen's Compensation or

a pension granted for or on account of military or other governmental service.

12. If any Pensioner or person entitled to deferred benefits shall become entitled to or shall be paid any discharge, severance or dismissal allowance or payment of similar kind (other than a payment from a pension trust established in accordance with paragraph 16 of this Section 11) by reason of any plan of the Company since his continuous service last commenced or by reason of any present or future law, as the same may be amended from time to time, of the United States of America or any foreign country, or of any state, district, territory, or subdivision of, or subject to the jurisdiction of either thereof, then the total amount paid or payable to him in respect of any such allowance or payment shall be deducted, on an equitable basis actuarially computed by the Company, from the amount of any benefit to which he would otherwise be entitled pursuant to this Agreement; provided, however, that if he shall have contributed to the source or fund out of which such allowance or payment shall be paid or become payable, then the amount which may be deducted from the amount of any such benefit in accordance with the foregoing provisions of this paragraph shall be decreased by the amount of that part of such allowance or payment which shall be attributable to the contributions which he shall have made to such source or fund.

13. In case of retirement during the term of this Agreement with a lump sum retirement allowance and a normal or early pension, the lump sum retirement allowance shall be payable during the month next following the month in which the Pensioner shall have retired and filed his application for benefits. The first pay

ment of his pension shall be payable during the third month next following the month in which the lump sum retirement allowance is payable provided he is living on the first day of such third month.

The first monthly payment of any disability pension due a Pensioner shall be payable for the month in which disability is deemed to be total and permanent as defined in paragraph 3 of this Section II but not before the month following the month in which application for the pension shall be filed.

The last monthly payment of a pension (or a deferred benefit) shall be payable for the month in which death shall occur.

The General Pension Board of the Company may adopt such procedures as it shall find reasonable with respect to the payment of pensions or deferred benefits as follows:

(a) If the amount payable, after any deductions, is less than \$5.00 per month, the General Pension Board may direct payment quarterly, semi-annually or annually in advance, or by a lump sum payment of equivalent actuarial value based on such tables and interest rate as may be adopted by the General Pension Board from time to time.

(b) If any payment remains unpaid at the death of a Pensioner or other payee, or if the Pensioner or other payee is unable to take care of his affairs because of illness or accident, the General Pension Board may in its discretion make payment in full satisfaction to any of the following: his spouse, a child, a parent or other blood relative, or to a person with whom he shall have resided, or any of them in shares, unless claim shall have been made therefor by a duly appointed legal representative.

If an optional form of normal pension shall have been elected as provided in paragraph 14 of this Section II, the provisions thereof shall apply.

All payments of any pension (or deferred benefit) shall cease in the event of reemployment by the Company, commencing with the payment otherwise due for the month following such reemployment, and any election of an optional form of pension as provided in paragraph 14 of this Section II shall be of no further effect except that it shall stand as an election on file upon subsequent retirement under the Pension Plan.

14. Subject to the provisions of this paragraph 14, any Employee entitled to a normal pension under this Agreement may, by written notice received by the Company prior to his retirement but subject to evidence of his good health satisfactory to the Company unless he shall have filed such written notice prior to attainment of the age of 64 years, elect to convert his normal pension into an optional form of pension of equivalent actuarial value determined on the basis of ages nearest birthday in accordance with Schedule "A" attached to this Agreement using one of the following options:

Option 1

A reduced normal pension payable during the Pensioner's life, with the provisions that after his death it shall be paid during the life of and to the dependent pensioner nominated by him in writing when he elected the option if such dependent pensioner survives him; or

Option 2

A reduced normal pension payable during the Pensioner's life, with the provision that

after his death a pension at $\frac{1}{2}$ the rate of his reduced normal pension shall be paid during the life of and to the dependent pensioner nominated by him in writing when he elected the option if such dependent pensioner survives him.

If the Employee or the dependent pensioner should die prior to the Employee's retirement, any election of an optional form of pension shall thereby be revoked.

An election may be revoked or changed by the Employee only by written notice received by the Company prior to his retirement together with evidence satisfactory to the Company of the good health of the dependent pensioner previously nominated.

If a Pensioner shall have elected an optional form of normal pension and the dependent pensioner nominated under the option shall die after the Pensioner's retirement but prior to the death of the Pensioner, the Pensioner shall continue to receive payments in the reduced amount in accordance with the option. The first monthly payment of any pension due a dependent pensioner shall be payable during the month next following the month in which the Pensioner shall have died provided the dependent pensioner shall be living in such next following month; however, no payment shall be due the dependent pensioner earlier than the month in which the Pensioner would have received his first monthly pension payment had he survived. The last monthly payment shall be payable for the month in which the death of the dependent pensioner shall occur.

15. The term "continuous service" as used in this Agreement means continuous service as defined in Article X of the Master Agreement.

16. As or before Employees retire during the term of this Agreement, the Company will or shall have paid into a trust or trusts at least an amount of monies which in the aggregate and on a sound actuarial basis shall be estimated to be sufficient to pay the pensions or deferred benefits which shall have commenced as provided in this Agreement.

17. If, during the term of this Agreement, any differences shall arise between the Company and any Employee who shall be an applicant for a lump sum retirement allowance, pension or deferred benefit as provided in this Agreement, as to:

(a) the number of years of continuous service of such applicant in the employ of the Company; or

(b) the age of such applicant; or

(c) whether an applicant, who shall have been determined to be totally and permanently incapacitated and who shall have had at least 15 years of such continuous service, but shall not have attained the age of 65 years, shall have become so totally and permanently incapacitated through some unavoidable cause; or

(d) the propriety or correctness of the calculation of any deductions from pensions under the provisions of this Agreement;

such differences and only these differences may be taken up as a grievance in accordance with the applicable provisions of the Master Agreement beginning at Step 3 of the Grievance Procedure.

If any such grievance shall be appealed to arbitration in accordance with such provisions, then the arbitrator, insofar as shall be necessary to the determination of such grievance, shall

have the authority only to interpret and apply the provisions of this Agreement, but he shall not have authority in any way to alter, add to or subtract from any of such provisions; and his decision on any such grievance which shall properly have been referred to him shall be binding on the Company, the Union, and the Employee concerned therein.

The Company and the Union shall share equally the costs of the arbitrator's charges and fees along with any other expenses which it may be mutually agreed to incur.

18. Each application for a lump sum retirement allowance, pension or deferred benefit shall be in writing on a form provided by the Company. The Company may require any applicant to furnish to it such reasonable, necessary information as the Company may require.

19. Assignment, pledge, or encumbrance of any kind, of lump sum retirement allowances, pensions or deferred benefits will not be permitted or recognized under any circumstance, nor shall they be subject to attachment or other legal process for the debts of Pensioners.

20. No pension or deferred benefit becoming payable by the Company during the term of this Agreement shall be discontinued or reduced except as provided in this Agreement, notwithstanding expiration or termination of this Agreement.

Any pension or deferred benefit which shall have commenced before the Effective Date pursuant to a prior Pension Agreement between the Company and the Union or one of its local unions shall continue to be payable at the rate or rates specified in such prior Agreement except that it shall be increased \$5.00 per month commencing with the Effective Date; provided that in case of an optional form of pension the

amount of normal pension which determined the amount of optional form of pension shall be increased \$5.00 per month and the optional form of pension based thereon shall be increased in proportion to the increase in normal pension.

SECTION III RIGHTS AND OBLIGATIONS AS TO BARGAINING

During the term of this Agreement, neither the Union nor any of the Employees shall:

(a) make any request that this Agreement be changed in any respect or terminated, or that the amount which the Company is required by the provisions of the Pension Plan and of Section II of this Agreement to pay or provide for lump sum retirement allowances, pensions or deferred benefits for the Employees, be increased; or

(b) engage or continue to engage in or in any manner encourage or sanction any strike or other action which shall interfere with work or production at any of the plants of the Company specified in the Master Agreement for the purpose of securing any such increase or any such change or any other action with respect to lump sum retirement allowances, pensions or deferred benefits.

During the term of this Agreement, the Company shall not have any obligation to negotiate or bargain with the Union with respect to any of the matters covered by clauses (a) and (b) of this Section III.

During the term of this Agreement, the Company shall not change or request any change in this Agreement or engage in or sanction any lockout for the purpose of securing such change.

SECTION IV TERM OF THIS AGREEMENT

1. This Agreement is subject to approval of the U. S. Treasury Department of the trust or trusts established pursuant to paragraph 16 of Section II as a tax exempt pension trust or trusts under the Internal Revenue Code, and in the event the U. S. Treasury Department will not give or continue such approval, then upon failure of the Company and the Union to reach mutually satisfactory alternate arrangements within 30 days thereafter which will qualify the trust or trusts for approval by the U. S. Treasury Department, this Agreement shall terminate, and the Union may strike or the Company may lockout, notwithstanding paragraph 2 of this Section IV.

2. This Agreement is made with the understanding that it will become effective on its Effective Date except as may be specifically otherwise provided herein, and will remain in effect until November 30, 1962, and will be automatically renewed for successive periods of 12 months unless either party requests a change in this Agreement or the negotiation of a new Agreement by giving written notice to the other party not less than 60 calendar days before November 30, 1962 or the November 30th of any year thereafter provided that in any event this Agreement shall remain in effect only as long as a Master Agreement continues to exist between the parties.

CONTINENTAL CAN COMPANY, INC.

By W. A. LACK

By WALTER F. KLEIN

INTERNATIONAL ASSOCIATION OF MACHINISTS

By E. R. WHITE

SCHEDULE "A"
150% Dependent Pensioner Option Factors

<u>Dependent Pensioner</u>	<u>Age of Male Pensioner</u>
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Factors for ages not shown used for female pensioners will be computed on the same actuarial basis.

Dependent Pensioner	Age of Male Pensioner
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
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95	95
96	96
97	97
98	98
99	99
100	100

	65	66	67	68	69	70
Male	21.2%	21.4%	22.3%	23.1%	23.9%	24.8%
Female	21.2%	21.4%	22.3%	23.1%	23.9%	24.8%

Factors for men not shown and for female pensioners will be computed on the same actuarial basis.

SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN AGREEMENT

Supplemental Unemployment Benefits Plan Agreement entered into this 24th day of February, 1960, between Continental Can Company, Inc. (hereinafter referred to as the "Company") and the International Association of Machinists (hereinafter referred to as the "Union") to become effective as of April 1, 1960.

I PURPOSE OF PLAN

The purpose of this Supplemental Unemployment Benefits Plan is to supplement State System Unemployment Benefits to the levels herein provided without removing an Employee's incentive to seek work. The payment of Supplemental Benefits is intended to augment State Unemployment Compensation Benefits and not to replace or duplicate them.

II MUTUAL OBJECTIVES

This Plan was negotiated by the Company and the Union on the basis of recognition of the following objectives:

1. Employees have a moral and economic need for protection against the hazards of unemployment which occurs through no fault of their own.
2. The Company should not be committed to any large unpredictable costs or liabilities.
3. The levels of Benefits should preserve necessary differentials between net amounts received by those working and those not working, so as to not impair the incentive for

laid-off Employees to seek reemployment or work elsewhere.

4. Benefits should be paid only to those eligible Employees who are laid-off by the Company through no fault of their own and who actively and continuously, as the circumstances may reasonably require, seek other employment during their periods of lay-off from the Company.

5. It is not intended to attempt to pay Supplemental Unemployment Benefits to laid-off Employees who are employed on a strictly "seasonal basis."

6. The Plan should be readily and economically administered and easily understood by Employees.

7. The specific provisions of the Plan as set forth will govern all questions of interpretation, and administration of the Plan.

III DEFINITIONS

As used herein:

1. "Company" means Continental Can Company, Inc.

2. "Union" means International Association of Machinists.

3. "Plan" means this Supplemental Unemployment Benefits Plan established by this Agreement between the Company and the Union.

4. "Trustee" means the Trustee or Trustees of the General Fund established under the Plan.

5. "Master Agreement" means the Master Collective Bargaining Agreement between the Company and the Union which is in effect at the particular time.

6. "Group of Employees" means each bargaining unit included in the Master Agreement between the Company and the Union with the exception of the Plant #14 Clearing Defense bargaining unit.

7. "Employee" means an Employee in a Group of Employees included in the Plan.

8. "Effective Date of Coverage" of an Employee means the effective date of this Agreement, or such later date on which his Group of Employees commenced to participate in the Plan pursuant to agreement between the Company and the Union.

9. "Weekly Supplemental Benefit" or "Benefit" means a weekly or periodic Benefit payable under the Plan and in accordance with the terms of the Plan.

10. "Continuous Service" means the continuous service, and continuous service status of an Employee as determined for pension purposes in accordance with the Pension Agreement between the parties.

11. "Plant" means a Company location in which an Employee works.

12. "State System" means any system or program established pursuant to any Municipal, County, State or Federal law for paying benefits to persons (including returned Veterans) on account of their unemployment, under which individual eligibility for benefit payments is not determined by the application of a "means" or "disability" test.

13. "State System Unemployment Benefit" means a benefit payable under a State System.

14. "Weeks of Eligibility" means the number of weeks an Employee is eligible to receive Weekly Supplemental Benefits.

15. "Benefit Week" means a period of 168 consecutive hours beginning on Monday at the regular starting time of the shift to which the Employee is assigned or was last assigned prior to being laid off.

16. "Benefit Year" means the period beginning on the Monday following the first Sunday in May of a year and ending with the first Sunday in May of the following year.

17. "Straight Time Hourly Rate" means the Employee's average Straight Time Hourly Rate during the first 4 of the last 5 weeks in which he worked preceding the week of lay-off. It does not include any premium pay (other than any shift premium and cost-of-living adjustment) that the Employee may have been receiving.

18. "Compensation" means any monies earned in self-employment or received or payable from an employer in recognition of services rendered or due to a person's status as an employee of any employer. This will also include such items as holiday pay, vacation pay, report-in and call-out pay, pay to salaried employees in lieu of notice upon lay-off, and any back pay paid as a result of an arbitrator's award.

19. "Contributory Hours" means all hours actually worked together with all hours for which the Company pays vacation pay, holiday pay, report-in or call-out pay, or back pay pursuant to an arbitrator's award or grievance settlement. Hours for which premiums are paid under the Master Agreement shall be counted only as straight time hours and all premiums paid shall be disregarded. Employees who work a short third shift of less than 8 hours and receive premium therefor shall

be deemed to have worked 8 hours on each such shift.

20. "Credited Hours" means Contributory Hours, as above defined, plus:

(a) All time lost (at the rate of 40 hours per week) because of established disability due to illness or injury, excluding pregnancy, but not in excess of 1,040 hours.

(b) Time required to be lost by local Union representatives and for which an authorized leave of absence is granted by the Company because of participation in negotiations with the Company or attendance at Union Conventions.

(c) Time lost on authorized leave of absence, not to exceed 2 weeks in any calendar year, for military reserve, national guard or similar periods of military duty.

IV GENERAL FUND

The General Fund shall consist of the Company's contribution liability under Article VI hereof together with the market value from time to time of any funds irrevocably transferred by the Company and held in trust by a bank or banks selected by the Company (which the trustee or trustees shall hold in cash or invest in short-term general obligations of the United States Government or other securities deemed appropriate by the trustee or trustees and approved by the Company).

Benefits shall be payable from the aforesaid trust funds, or, at the option of the Company, directly from its contribution liability.

V GENERAL FUND LEVELS

1. Maximum General Fund Level

(a) The maximum level of the General Fund for any calendar month shall be equal

to the number of Contributory Hours since the Effective Date of Coverage to the end of the second preceding month multiplied by $\frac{5}{8}$ with respect to Groups of Employees covered under the Plan for less than 21 months at the end of such second preceding month, plus the number of Contributory Hours in the 12-month period ended on September 30th of the calendar year preceding the month to which such maximum level is to apply, multiplied by $\frac{5}{8}$ with respect to Groups of Employees covered under the Plan for 21 or more months at the end of such second preceding month; except, however, that with respect to any Group of Employees previously covered under another Supplemental Unemployment Benefits Plan of the Company the computation shall be made on the basis of the Effective Date of Coverage under such other Plan.

(b) The maximum level of the General Fund for any calendar month, as determined in accordance with this Section, shall be adjusted on the basis of the amount of the average Weekly Supplemental Benefit (before the adjustment provided in Section 6 of Article IX) during the 12 months ending on the last day of the second preceding month, in accordance with the following table:

If the Average Weekly Supplemental Benefit was:	The adjusted maximum level of the General Fund for the month will be the following percentage of the maximum level for such month:
\$16.00 or more	100%
\$12.00 to \$16.00	80%
\$ 8.00 to \$12.00	60%
Less than \$ 8.00	40%

For the purpose of this Section 1 (b) only, in computing the average Weekly Supplemental

Benefit there shall be added to each Weekly Benefit paid during the maximum duration of State System Unemployment Benefits the amount, if any, by which such Weekly Benefit was reduced in accordance with the provisions of Section 4 of Article IX hereof, on account of the receipt of remuneration from any employer or from self-employment.

2. Monthly Determination of General Fund Level

There shall be established for each calendar month, for the purpose of determining the level of Weekly Supplemental Benefits, a monthly General Fund Level (stated as a percentage) equal to the amount of the General Fund at the end of the second preceding calendar month divided by the maximum level of the General Fund (as computed at the end of the second preceding calendar month as set forth in Section 1 of this Article). The General Fund Level shall be deemed to be 100% for each of the first two months of this Agreement.

The General Fund Level for any month shall govern the level of Weekly Supplemental Benefits paid under the Plan during each Benefit Week which commences during such month.

3. Finality of Determinations

No adjustment in the maximum level or in the General Fund Level shall be made on account of any subsequently discovered error in the computations or the figures used in making the computations, except:

- (a) In the case of an error in bad faith; or
- (b) In the case where, after discovery of an error, adjustment is practicable and then the adjustment shall only be prospective in effect, unless such adjustment would be substantial in the opinion of the Company; and

(e) Nothing in this paragraph shall be construed to excuse the Company from making up any shortage in its contributions to the Fund.

VI THE COMPANY'S MAXIMUM CONTRIBUTION LIABILITY

1. The Company's contribution liability shall be equal initially to 9¢ multiplied by the number of Contributory Hours in the 12-month period ended on the last September 30th preceding the effective date of this Agreement of any Groups of Employees covered hereunder commencing with said effective date who were previously covered under another Supplemental Unemployment Benefits Plan of the Company.

2. As of the close of each calendar month during the term of this Agreement, the Company's contribution liability shall be increased by 5¢ for all of the Contributory Hours in such month, but not in excess of the amount required to increase the General Fund Level for the second following month to more than 100%.

3. The Company's contribution liability shall be reduced by all Benefits paid directly by the Company and by all amounts transferred to the Trustee in accordance with Article IV hereof.

4. The Company's contribution liability at the close of any month shall be reduced by any amount by which the General Fund at that time shall exceed the maximum level of the General Fund for the second following month.

5. Any balance of the Company's contribution liability at the expiration of this Agreement shall be cancelled; provided that the amount of such balance shall be determined only after all Benefits due with respect to periods of lay-off prior to the expiration of this Agreement.

exclusive of any part of the lay-off thereafter, shall have been paid.

VII ELIGIBILITY FOR BENEFITS

1. Application For Benefits

No person shall be eligible for a Weekly Supplemental Benefit unless and until he shall have made due application therefor, in accordance with the procedure established by the Company, and shall have met the eligibility requirements as specified in this Article.

Weekly Supplemental Benefits will not be paid for any Benefit Week prior to the Benefit Week during which such application is made.

2. Eligibility

An employee shall be eligible for a Benefit only if he is on lay-off from the Company with respect to the Benefit Week for which application is made, he is able to and available for work, the first day of such Benefit Week is on or after his Effective Date of Coverage (unless in a Group of Employees previously covered under another Supplemental Unemployment Benefits Plan of the Company), and if

(a) Such lay-off:

1. Commenced on or after the applicant's Effective Date of Coverage (unless in a Group of Employees previously covered under another Supplemental Unemployment Benefits Plan of the Company);

2. Began after the applicant had completed at least 2 years of Continuous Service (but not less than 3,000 Credited Hours) and has at least 2,000 Credited Hours during the 24-month period preceding the lay-off;

3. Occurred in a reduction in force or temporary lay-off;

4. Was not for disciplinary reasons under the Master Agreement;

5. Was not due to any strike, slow down, work stoppage, picketing (whether or not by employees of the Company) or concerted action at a Company Plant or Plants; or was not due to any labor dispute of any kind (excluding lockouts) involving any employees of the Company (regardless of whether or not they are in the Bargaining Unit represented by the Union) at a Company Plant; or a consequence of

(i) Any war or hostile act of a foreign power; or

(ii) Sabotage or insurrection; or

(iii) Any act of God which directly affects the operations of the Company at the location where the Employee is working; or

(iv) Strike by persons employed by transportation or utility companies which directly interferes with the production, ingress or egress of materials or products at the location or Plant where the Employee is working; or

(v) Shortage of steel or steel products needed by the Company, due to any strike which prevents receipt of such materials by the Company; or

(vi) Any Government program operating to prevent the Company from acquiring or using materials essential to the Company's operations; and

6. Commenced when the Fund Level for the month was at least 5%; and

(b) With respect to such week of lay-off the applicant:

1. Has to his credit at least 1 full Week of Eligibility for Benefits;

2. Unless he is receiving a State System Unemployment Benefit not currently under protest by the Company, has at no time during such week failed, without good cause, to;

(i) Register at and report to (on at least a weekly basis) an Employment Office maintained by the applicable State System and to accept job referrals to or to accept and continue in employment deemed suitable under such State System; or

(ii) Maintain such an active and continuing personal search for other employment as the circumstances may reasonably require and to accept and continue in such other employment if it is deemed suitable under such State System, in addition to registering at and reporting to the Employment Office maintained by the State System; or

(iii) Accept referrals for interviews for other employment in the same labor market area which have been arranged by the Company and accept and continue in such other employment if it is deemed suitable under such State System; and

3. Was eligible to receive a State System Unemployment Benefit not currently under protest by the Company or was ineligible to receive a State System Unemployment Benefit only because:

(i) Such week or period represents a "waiting week or period" of lay-off required by the applicable State System; or

(ii) He did not have, prior to his lay-off, a sufficient period of work in employment covered by the State System; or

(iii) Under the State System the period of time for which unemployment benefits

are payable is less than the period of time for which he is eligible for Benefits under this Plan; or

(iv) His Compensation during each week was in excess of the amounts permitted to be received under the State System without loss of eligibility for Benefits thereunder; or

(v) He was on lay-off on account of a mutually agreed upon shutdown of the Plant or department for vacation purposes and he was ineligible for vacation pay;

4. Has had at least one week of full or partial lay-off by the Company, commencing in or immediately preceding the same Benefit Year in which this period of lay-off commenced, and for which he received no Weekly Supplemental Benefit under this Plan although he was otherwise eligible for such Benefit;

5. Was not employed by the Company or otherwise for Compensation in an amount which, together with any State System Benefits, results in a complete offset of the Gross Weekly Benefit under Section 4 of Article IX;

6. Has not refused either at the time of lay-off or during lay-off to accept an assignment to any work which is suitable under the applicable State System at the same or any other operation of the Company; provided that work which the applicant would be required to accept under any applicable collective bargaining agreement shall be deemed to be suitable;

7. Has appeared personally and reported during each week at the Plant location designated by the Company for the purpose of applying for or receiving Weekly Supplemental Benefits;

8. Was neither eligible for nor claiming any Accident and Sickness or other disability benefit, whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the Company;

9. Was not in military service;

10. Did not receive any unemployment benefit from or under any contract, plan or arrangement of any other employer, and was not eligible for such a benefit from or under any contract, plan or arrangement of any employer with whom he has greater service than with the Company;

11. Was not scheduled to be on vacation for which he has received or will receive vacation pay or has not in such week refused to take a vacation when his Plant or department is shut down for vacation purposes by mutual agreement with the Union and for which he has received or is eligible to receive vacation pay.

2. Protest at State System Unemployment Benefits

(a) Weekly Supplemental Benefits shall not be paid with respect to any Benefit Week for which an applicant for a Weekly Supplemental Benefit has applied for and has been denied a State System Unemployment Benefit, even though such denial is being protested by the applicant through the procedure provided therefor under the State System, nor with respect to any week for which the applicant has received a State System Unemployment Benefit, payment of which is being protested by the Company through the procedure provided therefor under the State System.

In such cases, if the applicant would otherwise be eligible to receive a Weekly Supplemental Benefit, he shall receive such benefit.

mental Benefit under the Plan except for such denial or protest, the Company will determine the amount of Weekly Benefits which would have otherwise been paid him and this amount will be reserved for the applicant and paid to him if the dispute is determined in his favor.

(b) During the period that payments of Weekly Supplemental Benefits for any weeks are suspended pursuant to subsection (a) of this Section 3, the number of Weeks of Eligibility for Benefits which would have been cancelled because of such payment shall be held in suspense pending the outcome of such dispute and will temporarily be considered as having been cancelled in determining his eligibility for any subsequent Weekly Supplemental Benefits. Upon determination of such dispute such Weeks of Eligibility will be conclusively cancelled if the dispute is determined in favor of the applicant. Otherwise such Weeks of Eligibility will be restored to the applicant, subject to any provisions of the Plan dealing with forfeiture of Weeks of Benefits.

VIII DURATION OF WEEKLY BENEFITS

1. "Weeks of Eligibility" for Benefits

(a) Eligibility for Weeks of Benefits shall determine the duration of payment of Benefits under the Plan, but will have no bearing on the amount of Weekly Benefits to be paid from time to time.

(b) No Weeks of Eligibility shall be recorded to the credit of any Employee earlier than his Effective Date of Coverage.

(c) No Employer shall ever have more than 52 Weeks of Eligibility at any one time.

(d) An Employee will be initially given credit for 1 Week of Eligibility for each full 90 Con-

tributory Hours applicable to him since the date of commencement of his Continuous Service, 1 year prior to the effective date of this Agreement or 1 year prior to the date the Union was certified or recognized for his operating unit, whichever is latest.

However, any Employee in a Group of Employees previously covered under another Supplemental Unemployment Benefits Plan of the Company will be credited initially with any Weeks of Eligibility to his credit under such other Plan.

Further, if the Union is certified or recognized for any additional operating unit during the term of the Agreement, any Employee in such operating unit who was covered by any other Supplemental Unemployment Benefits Plan of the Company and who had been credited with Weeks of Eligibility under such other Plan will be credited initially with his Weeks of Eligibility under such other Plan as of the certification or recognition date.

After an Employee's initial credits are granted, additional credits will be computed on the basis of the Employee's Contributory Hours thereafter.

2. Reduction in Weeks of Benefits

One Week of Eligibility for Benefits will be subtracted from each Employee's eligibility credit for each week that any Weekly Supplemental Benefits are paid him under the Plan provided, however, that if a reduction in Weekly Supplemental Benefits is made in any week under the provisions of Article IX, Section 4 (a) (ii) or (iii), 75 per cent of a Week of Eligibility for Benefits will be cancelled if the Weekly Supplemental Benefit is reduced by one-half or less, and 25 per cent of a Week of Eligibility

for Benefits will be cancelled if the Weekly Supplemental Benefit is reduced by more than one-half.

3. Forfeiture of Weeks of Benefits

An Employee shall permanently forfeit all Weeks of Eligibility for Benefits previously accrued if:

(a) He incurs an unexpired Break in his Continuous Service, as defined in this Plan;

or

(b) He shall willfully misrepresent or willfully withhold any fact in connection with an application by him for Weekly Supplemental Benefits under the Plan.

IX. BENEFITS

1. General

The Gross Weekly Benefit of any eligible Employee shall be dependent on the Employee's Annual Base Earnings Class and shall be computed in accordance with the schedule set forth below in Section 2. Every Employee shall be assigned an Annual Base Earnings Class, determined by multiplying his Straight Time Hourly Rate at the time of lay-off by 2,080 but not by more, in the case of regular part time Employees (meaning Employees assigned to jobs which are customarily scheduled for less than full time), than 52 times the average number of hours worked per week during the first 4 of the last 5 weeks in which he worked preceding the week of lay-off. To the Weekly Base Benefit for each Annual Base Earnings Class as set forth in said schedule shall be added the applicant's Weekly Dependency Benefit to arrive at his Gross Weekly Benefit. Regardless of the Employee's Annual Base Earnings Class, the Weekly Dependency Benefit shall consist of \$2 per

dependent but shall not exceed a total Weekly Dependency Benefit of \$8.

2. Weekly Benefits

The Schedule which governs Gross Weekly Benefits and Weekly Base Benefits is as follows:

Schedule of Gross Weekly Benefits

Annual Base Earnings Class	Weekly Base Benefit	Additional Benefit per Dependent	Maximum Benefit
I \$2500 to \$2999.99	\$31	\$2	\$39.00
II \$3000 to \$3499.99	\$36	\$2	\$44.00
III \$3500 to \$3999.99	\$41	\$2	\$49.00
IV \$4000 to \$4499.99	\$46	\$2	\$54.00
V \$4500 and over	\$51	\$2	\$59.00

3. Severance Allowance

If the Company shall close a Plant permanently, any Employee whose Continuous Service shall not have been broken prior to the date of closing, whose job shall be discontinued, and who does not retire under the Pension Plan in effect between the parties or transfer to another Company plant (whether or not a Plant as defined in this Plan) shall have his Weeks of Eligibility on such date of closing converted into a lump sum severance allowance calculated in accordance with this Plan as if he would be on lay-off and without any Compensation for a number of weeks equal to such Weeks of Eligibility. Such severance allowance shall be paid in a single sum to such Employee at the time of his termination but not earlier than the date of Plant closing and shall terminate his status as an Employee. If an Employee shall have been on lay-off prior to and on the date of closing and shall otherwise be eligible therefore, he shall be paid a Weekly Supplemental Benefit for the week in which such closing shall occur. The Weeks of Eligibility credited to such an Em-

ployee on the date of closing shall reflect any such Benefit paid.

4. Determination of Weekly Supplemental Benefit

There shall be deducted from the Employee's Gross Weekly Benefit the following:

(a) (i) If any amount of State System Unemployment Benefit is payable (or would be payable upon application) for such week, the full amount of the State Benefit (including any applicable dependency allowances) without reduction because of the receipt of Compensation; or

(ii) If no amount of State System Unemployment Benefit is payable (or would be payable upon application) for such week only because of the receipt of Compensation, the Compensation earned by the applicant during such week in excess of \$10, or, if less than \$10, the maximum specified number of dollars disregarded by the State System in the calculation of State Benefits (provided that if such maximum amount disregarded by the State System is not a specified number of dollars), then the amount so disregarded for the purposes hereof shall be computed as any excess up to \$10 of Compensation over the full State Benefit, including any applicable dependency allowances, without reduction because of the receipt of Compensation; or

(iii) If no amount of State System Unemployment Benefit is payable (or would be payable upon application) for such week because of any reason other than the receipt of Compensation, any Compensation earned by the applicant during such week to such extent that the remaining net Weekly Benefit payable shall equal the sum of the

net Weekly Benefit and the State Benefit (including any applicable dependency allowances) that would be payable were he otherwise eligible under the State System or ineligible only because of the receipt of Compensation; and

(b) The amount by which his State System Unemployment Benefit for such week may have been reduced because of the receipt by him of any Primary Social Security Benefits.

B. Payment of Benefits

The Company or Trustee (as the Company shall determine) shall pay to eligible Employees, Weekly Supplemental Benefits computed in accordance but only to the extent of the amounts available in the General Fund.

The amount of the Benefit shall be subject to those provisions of the Plan which provide for reduction of Weekly Supplemental Benefits when the General Fund Level is at certain stated percentages less than 100% as provided in Section 6 of this Article IX.

C. Effect of General Fund Level

Notwithstanding any of the other provisions of this Plan, if the General Fund Level as determined with respect to any calendar month shall fall below 75%, Weekly Supplemental Benefits payable under the Plan shall be reduced in accordance with the following schedule:

General Fund Level	Percentage of Weekly Supplemental Benefits (including dependency benefits)
75% or more	100%
50% to, but not including, 75%	75%
25% to, but not including, 50%	50%
5% to, but not including, 25%	25%
Less than 5%	none

7. Withholding by the Company or Trustee

There shall be deducted by the Company or the Trustee from the amount of any Benefits otherwise payable pursuant to this Plan any amount required to be withheld by reason of any law or regulation for payment of taxes or otherwise to any Federal, State, County, or Municipal government.

X ADMINISTRATION OF THE PLAN

1. Board of Review—Supplemental Unemployment Benefits Plan

The Company will appoint a Board of Review of Company representatives to establish policies to govern the overall administration of the Plan subject to the provisions of this Agreement, and on behalf of the Company to review appeals under the Plan.

2. General

The determination of the eligibility of any person who applies for a Weekly Supplemental Benefit and the payment under the Plan of such Benefit shall be made in accordance with the provisions of this Plan and administered under and in accordance with the provisions of this Article.

It shall be the function of the Board of Review, established in accordance with this Article, to make the final decision on behalf of the Company as to whether or not any applicant is eligible for a Weekly Supplemental Benefit under the terms of the Plan and, if so, the amount of such Benefit; provided, however, that local Plant Management shall make the initial determination on behalf of the Company in accordance with the provisions of the Plan. The Board of Review shall be presumed com-

clusively to have approved any such determination by the local Plant Management unless the person who applied for such Benefit shall have appealed from the determination by the local Plant Management in the manner prescribed in this Article.

3. Application for Benefits

The Company shall have the right to establish and from time to time modify reasonable rules, regulations and procedures concerning the times and places at which persons desiring to apply for a Weekly Supplemental Benefit shall report in order to comply with the eligibility requirements as set forth in the Plan and concerning the form, content and substantiation of applications for Benefits.

Amongst other things, these procedures will require the applicant to apply for Weekly Supplemental Benefits under the Plan for any week of lay-off during the same week for which Benefits are being claimed. The Company will designate an office at each Plant where persons laid-off from such Plant may appear for the purpose of complying with such requirement.

An applicant shall be required to exhibit his State System Unemployment Benefit check for every week with respect to which he applies for Weekly Supplemental Benefits under the Plan. If payment is made in cash under the State System, he will be required to exhibit a copy of the payment receipt or other proof showing receipt of the State System Unemployment Benefit for each such week. If the applicant was ineligible in any week to receive a State System Unemployment Benefit for any of the reasons stated in Section 2(h) 3 of Article VII, he shall, in lieu of exhibiting a check, payment receipt or similar document, furnish satisfactory

tory proof that he was ineligible due solely to such reasons. State System Unemployment Benefits shall be presumed to have been received by the applicant for the week set forth on the checks therefor, or in the case of cash payments on the copy of the payment receipt or similar document.

An applicant may be required, at the option of the Company, to exhibit his reporting card or other evidence furnished under the State System as evidence that he has reported at the appropriate office maintained by the State System and that he has complied with the eligibility requirements under the State System where such requirements are prescribed.

At the discretion of the Company, an applicant may be required to furnish reasonable proof of the fact that he has been engaged in a personal search for other employment as required by Section 2(b) 2 of Article VII and to certify in writing:

(a) The Compensation earned from all other sources of employment during such period and the source thereof;

(b) Whether he received or was entitled to receive any unemployment or sickness benefit from any source other than the Plan and the State System for the period with respect to which application is made, and if so, the source and amount thereof;

(c) The identity and number of his dependents;

(d) Such further and additional evidence and information as may be material and relevant in order to enable a determination to be made as to whether or not such person is eligible to be paid a Weekly Supplemental Benefit under the Plan, and, if so, the amount of such Benefit.

4. Determination of Eligibility

(a) When a person files an application for a Weekly Supplemental Benefit under this Plan and furnishes to the Company the evidence and information required to be furnished, under this Article, the Company promptly thereafter shall:

1. Determine whether such person is an eligible person, and, if he is determined to be an eligible person;

2. Determine whether any Weekly Supplemental Benefits are payable to him and, if so, the amount thereof.

(b) If the Company determines that a Weekly Supplemental Benefit is payable to an eligible person with respect to the week for which application for Benefits is made, it shall arrange for the payment of such Benefit to such eligible person as soon as is reasonably possible after such week. If after a person has been paid 1 or more Weekly Supplemental Benefits under the Plan, the Company determines that such Benefit or Benefits paid should not have been paid or should have been paid in a lesser amount or amounts (as the result of a subsequent disqualification for State System Unemployment Benefits or otherwise) written notice thereof shall be mailed to such person and such person shall return the amount of overpayment to the Company.

If such person shall fail to return such amount promptly, the Company will arrange to be reimbursed for an amount equal to the amount of overpayment by making a deduction from future Weekly Supplemental Benefits otherwise payable to such person or by making a deduction from Compensation payable by the Company to such person, or both. The

Company will be authorized to make such deduction from the Employee's Compensation payable by the Company as will be provided for in the Employee's Application for Weekly Supplemental Benefits.

Except as otherwise provided in the Plan, at such time as such amount of overpayment is recovered, the number of Weeks of Eligibility for Weekly Supplemental Benefits of such person, if any, theretofore cancelled with respect to such full weeks of overpayment of Benefits shall be restored to him up to a maximum of 52 weeks.

(c) If the Company determines that an applicant is not entitled to a Weekly Supplemental Benefit with respect to the week for which such application is made, the applicant shall be given prompt written notice thereof.

(d) For the purpose of computing the Dependency Benefits to which an applicant may be entitled, the Company may rely upon the official form filed by the applicant with the Company for Federal Income Tax withholding purposes. An applicant may claim a greater number of dependents than is shown on this form, but he shall have the burden of clearly establishing that he is entitled to such greater number of dependents.

The Company may require an applicant to furnish satisfactory proof of the number of dependents he is claiming.

5. Procedure for Appeals

It is the purpose of the Company and the Union to establish a procedure by which disputes as to whether Benefits are payable to an Employee, as to the amount of such Benefits, or as to any other matter regarding interpretation of or compliance with the terms of this

Plan, may be resolved in an expeditious and uniform manner, and to revise such procedure, from time to time, as experience under this Plan shall indicate the need for revision in order to accomplish such purpose.

Unless mutually agreed to in the future, no dispute regarding this Plan will be subject to the Grievance Procedure provided for in the Master Agreement.

In the absence of any mutual agreement to the contrary, the following procedure shall be followed:

(a) Any protest of a Company decision as to whether Benefits are payable under this Plan, shall be made within 10 days to local Plant Management. The answer of local Plant Management shall be made to the applicant and the Union within 10 days.

(b) If no agreement is reached at the local Plant level, the Union may appeal within 20 days in writing to the Board of Review, setting forth the reasons for the claim. The Board of Review will decide such appeals within 20 days after their receipt and notify the Union, in writing, of its decision, giving its reasons therefor.

(c) If any dispute is not settled in accordance with the foregoing, it may be referred, within 30 days, to appropriate representatives of the International Union designated by its International Headquarters and the Head Office Industrial Relations Department of the Company. In the event they fail to agree either party may, within 30 days, submit the matter to arbitration by notifying the other party in writing of its decision to arbitrate. The parties shall thereafter attempt to agree upon an arbitrator. If they fail to do so within 10 days, then either party may request

the Federal Mediation and Conciliation Service to submit a list of 5 arbitrators. The arbitrator will be selected by the parties from this list by each voting in preferential order. The arbitrator securing the most preference by comparing the voting will be the arbitrator.

(d) Any other disputes between the International Union and the Company as to the interpretation application or compliance with terms of this Plan which cannot be resolved by such appropriate representatives of the Company and the International Union may be submitted to arbitration, by either party, in the same manner.

(e) In any arbitration under this Plan the arbitrator shall have the authority only to decide questions as to the interpretation, application or compliance with the terms of this Plan and shall not have authority to change its terms in any way. The arbitrator's decision shall be final and binding on all parties concerned.

(f) Any decision that is not appealed to the next step within the specified time limit will be considered settled on the basis of the last decision given by the Company or the Board of Review. Any of the time limits in this Section 5 may be extended by mutual agreement.

6. Costs of Administering the Plan

(a) All administrative expenses of the Plan will be absorbed by the Company except that any costs and expenses incurred by the Trustees, together with the fees of the Trustees shall be charged to the trust funds.

(b) In any arbitration proceeding under this Plan, the Company and the Union will share

equally the arbitrator's fees and expenses and any clerical or stenographic expense that both agree to.

XI APPROVALS REQUIRED FOR THE PLAN

1. Fair Labor Standards Act Ruling

The Plan shall not become effective and no payment shall be made hereunder by the Company unless and until the Company shall have received from the United States Department of Labor a currently effective ruling or rulings satisfactory to the Company holding that no part of such payment shall be included in the regular wage rate of any Employee.

Payments withheld by virtue of the provisions of this Section shall, nevertheless, be paid when favorable rulings or determinations as described have been obtained, in the same amount as if they had been paid for each month, subject to the funding provisions of the Plan.

2. Supplementation of State System Unemployment Compensation Benefits

(a) It is the intent of this Plan to supplement or augment State System Unemployment Compensation Benefits and not to replace or duplicate them, and Weekly Supplemental Benefits will not be payable in any State in accordance with the terms of the Plan until it has been established to the satisfaction of the Company, by administrative rulings from competent State authorities or by statutory amendments, that an Employee has a right to receive both a State System Unemployment Benefit and Weekly Supplemental Benefits under this Plan for the same week of lay-off at approximately the same time and without reduction of the

State System Unemployment Benefit because of the payment of the Weekly Supplemental Benefit under the Plan.

(b) After satisfactory administrative rulings from competent State authorities are received by the Company or statutory amendments are approved by the State, Weekly Supplemental Benefits will be paid applicants in that State in accordance with the terms of the Plan commencing with the beginning of the second calendar week following the date of receipt of such satisfactory administrative rulings or the approval of such statutory amendments.

(c) If there are States which have not approved supplementation of the State System Unemployment Compensation Benefits, any person in such a State covered by this Plan who is laid-off and who is not disqualified from receiving State System Unemployment Benefits and who is otherwise eligible to receive Weekly Supplemental Benefits, may elect to receive substitute Weekly Supplemental Benefits thereafter payable in the same amount as if supplementation of State System Unemployment Compensation Benefits were permitted.

Payments of substitute Weekly Supplemental Benefits will be governed by the same eligibility rules as govern the payment of Weekly Supplemental Benefits in States where supplementation is permitted. Elections may be made on:

1. A multiple week basis which will be paid in a lump sum during one calendar week; or
2. In a lump sum upon the Employee's return to work.

3. Effect of Withholding

If the Company at any time shall be required

to withhold any amount from any amounts to be transferred to the Trustee by reason of any Federal, State, County or Municipal law or regulation, the Company shall have the right to deduct such amount and pay only the balance to the Trustee.

4. Applications for Rulings

The Company shall apply promptly to the appropriate officers or agencies for the rulings or determinations described above in this Article.

5. Failure to Secure Required Rulings

All obligations of the Company under the Plan shall cease and the Plan shall terminate forthwith and be of no further effect if the Department of Labor will not issue and continue favorable rulings that no contributions of the Company to the Plan shall be included in the regular rate of any Employee. In such event the parties will meet within the following 60-day period in order to negotiate concerning modifications of the Plan which will meet the objections of the Department of Labor, or with respect to the use that will be made of the same amount of contributions which the Company would otherwise be obliged to make to the Plan from that time on; provided, however, that no payments thus agreed upon will be retroactive.

In the event that the parties fail to agree on such specific subjects during such period either party may thereafter resort to strike or lock-out, as the case may be, in support of its position on these specific subjects despite the provisions of the Master or any other Agreement of the parties to the contrary.

XII MISCELLANEOUS

1. Liability

(a) These Articles I through XII constitute the entire Plan.

The provisions of this Plan express, and shall be deemed to express, completely each and every obligation of the Company with respect to the financing of the Plan and provisions of Benefits and payments thereunder.

Without limiting the foregoing, no Benefit shall be payable except as stated in the Plan, and the Company shall not be obligated to provide for any Supplemental Weekly Benefit or payment not provided for in the Plan, or to make any contribution for Benefits not specifically provided for in the Plan, even though the General Fund provided for in Article IV should be insufficient to pay Benefits which might otherwise be payable under the Plan; and the Union shall not call upon the Company to make or provide for any such Benefit or payment.

The Company shall not be obligated to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of the securities held by the Trustee, and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.

(b) The Company, the Trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

(c) The Trustee shall be directed to hold or to invest funds transferred in trust only in cash.

or in other such securities as provided in Article IV, which may be readily liquidated, irrespective of the rate of return, or the absence of any return thereon, and without any absolute or relative limit upon the amount that may be invested in any one or more types of approved investments; and the Trustee shall not be liable for the making or retaining of any such investment or for realized or unrealized loss thereon whether from normal or abnormal economic conditions or otherwise.

(d) Notwithstanding the above provisions, nothing in this Plan shall be deemed to relieve any person from liability for willful misconduct or fraud.

2. Rights and Responsibilities

Neither the rights of the Employees to employment nor the Company's right to discipline or discharge shall be enlarged or limited by reason of any provision of this Plan. This Plan shall not be deemed in any way to enlarge, qualify, limit or alter the management responsibilities of the Company as set forth in the Master Agreement.

3. Armed Services

A person who enters the Armed Services of the United States directly from the employ of the Company shall, while in such service, be deemed for the purposes of the Plan to be on leave of absence and shall not be entitled to any Weekly Supplemental Benefit, but all Weeks of Eligibility credited to such person at the time of his entry into such service shall be credited to him upon his reinstatement as an Employee, provided he returns to employment with the Company with no loss of Continuous Service.

4. Applicable Law

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the State of New York, except that the eligibility of a person for, and the amount and duration of, State System Unemployment Benefits shall be determined in accordance with the laws of the applicable State.

5. To Whom Benefits Are Payable in Certain Conditions

Benefits shall be payable hereunder only to the person who is eligible therefor, except that if the Board of Review shall find that such a person is deceased or is unable to manage his affairs for any reason, any Benefit otherwise payable to him shall be paid to the spouse, parent, children, or other relatives or dependents of such person, or to his duly appointed legal representative, or to any of them, as the Board of Review in its discretion may determine.

Any payment so made shall be a complete discharge of any liability with respect to such Benefit. In the case of death, no Benefit shall be payable with respect to any period following the last full week of lay-off immediately preceding the person's death.

6. No Vested Interest

Except as provided in this Plan, no Employee shall have any right, title, or interest in the General Fund.

7. Nonalienation of Benefits

No Benefits shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance.

brance of any kind and any attempt to accomplish the same shall be void.

In the event that the Board of Review shall find that such an attempt has been made with respect to the Benefits of any person, the Board of Review, in its sole discretion, may apply the amount of such Benefit to or for the benefit of such person, his spouse, parents, children, or other relatives or dependents as the Board of Review may determine and any such application shall be a complete discharge of any liability with respect to such Benefit.

8. Status of Person Receiving Benefits

Neither the Company's contributions nor any Benefit paid under the Plan shall be considered a part of any Employee's wages for any purpose. No person who receives any Benefit shall for that reason be deemed an Employee of the Company during such period, and he shall not thereby accrue any greater right to participate in, accrue wages of eligibility or receive benefits under any other employee benefit plan to which the Company contributes than he would if he would if he were not receiving such Benefit.

9. Termination of the Plan and Agreement

(a) Upon any termination of the Plan, the Plan shall terminate in all respects except that any cash, bonds or securities then remaining in trust shall be subject to all of the applicable provisions of the Plan then in effect and, whether or not the General Fund Level is below 75%, shall be used until exhausted to pay expenses of the Trustee and to pay regular Benefits (without regard to Section 6 of Article IX hereof) to eligible applicants laid-off or thereafter laid-off.

(b) This Agreement is made with the understanding that it will become effective as of April 1, 1960 except as may be specifically otherwise provided herein, and will remain in effect until November 30, 1962, and will be automatically renewed for successive periods of 12 months unless either party requests a change in this Agreement or the negotiations of a new Agreement by giving written notice to the other party not less than 60 calendar days before November 30, 1962 or November 30 of any year thereafter; provided that in any event this Agreement shall remain in effect only as long as a Master Agreement continues to exist between the parties.

CONTINENTAL CAN COMPANY, INC.

By **W. A. LACKE**

By **WALTER E. KLINT**

INTERNATIONAL ASSOCIATION OF MACHINISTS

By **E. R. WHITE**

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ADMINISTRATIVE FILE

*Office Request to
National Association
of Parents & Children's
Groups
- Marshall Marshall
- Marshall Marshall*

January 16, 1962

Mr. Weldon L. Mathis
Tennet's Local 728
2540 Lakewood Avenue, SW
Atlanta, Georgia

Dear Sir and Brother:

The attached letter from Jack
Jorgensen dated January 3rd is self-explanatory.

I am wondering if you happen to be
acquainted with Marshall Mantler, head of this
organization. There has been some interest on
the part of some individual members for joining
the Tennet's.

Fraternally yours,

H. J. Gibbons
Executive Assistant to the
General President

HJG:ld
att.

Teamsters Joint Council No. 32

AFFILIATED WITH THE



International Brotherhood of

TEAMSTERS, CHAUFFEURS,

WAREHOUSEMEN & HELPERS of America

JACK J. JORGENSEN
President

706 FIRST AVENUE NORTH, MINNEAPOLIS 2, MINNESOTA

JOSEPH F. O'HARE
Secretary-Treasurer

Federal 9-1431

*check
ma the*

January 3, 1962

Mr. Harold Gibbons, Vice President
Int. Brotherhood of Teamsters
25 Louisiana Avenue N.W.
Washington 1, D.C.

Dear Harold,

In regard to the matter I discussed with you on the phone. The organization known as "NAWCAS", National Assn. of Women's and Children's Apparel Salesmen, Inc. is headed by a man named Marshall Mantler, whose salary is \$50,000. per year plus expenses.

There are approximately 13,000 members in this organization scattered across the United States and Canada in every major city. All salesmen having women's and children's wearing apparel must have a NAWCAS Card or they cannot show in any display within any of the cities known as "Market" which is every city. Each Market has a Board of Directors headed by the President and run by the Secretary Treasurer, which is a paid position ranging from \$8,000. to \$15,000. per year.

The annual dues per member to the National Organization, which is located at 704 Bona-Alten Bldg, Atlanta, Georgia is \$15.00. However, there will be a \$5.00 annual rise each year for the next ten years. Also, the salesmen member is required to pay \$5.00 to \$10.00 annually in his Local area. In addition, each time that a member of NAWCAS dies, each of the salesmen are assessed \$1.10 for a death benefit. If a member lives until 70 years of age he receives \$5,000., which is also assessed back to each member at \$1.10 per member plus 55¢ for retirement. If he lives to 75 years of age or if he dies at 75, an additional \$500 is paid.

The organization employs an attorney by the name of Sussman, at a retainer of \$20,000. per year. Sussman has an office at St. Louis, Missouri. His contact with the members is to write letters to any of the manufacturing firms who do not pay commissions. However, he does not do any court work for this fee.

Teamsters Joint Council No. 32

AFFILIATED WITH THE



International Brotherhood of
**TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS of America**

JACK J. JORGENSEN
President

JOSEPH F. O'HARE
Secretary-Treasurer

706 FIRST AVENUE NORTH, MINNEAPOLIS 2, MINNESOTA

Federal 9-1431

Mr. Harold Gibbons

- 2 -

January 3, 1962

A provision in the Nawcas contract states that if a manufacturing firm does not cooperate with Sussman in regard to delayed commissions he may be placed on the black list of the newspaper which is known as NAWCAS. However, there is very little "teeth" in enforcement of payment due to individual salesman, who only has a thirty day contract because the manufacturer may release him upon thirty days' notice.

It would appear to me that the only way that this Organization could be brought into the Teamsters would be through Marshall Mantler of Atlanta, Georgia who has a complete iron grasp on its destiny and policies. However, the man who contacted James Hoffa, whose name is John Mazzei, feels that perhaps a contact to Mr. Mantler might prove productive.

However, he does not wish his name used in any connection because if the contact is not fruitful he would lose his Nawcas card, which would prevent him from showing in any Market in the country.

I have no opinion concerning the possibilities of this organization being brought into the Teamsters.

I am enclosing two copies of newspapers which give some insight into the organization and the markets they serve.

Fraternally yours,

TEAMSTERS JOINT COUNCIL NO. 32

Jack J. Jorgensen
Jack J. Jorgensen, President

JJJ:fq
osiu 12

NAWCAS NEWS

November 25, 1961 Vol. 16—No. 22

Published by the NATIONAL WOMEN'S AND CHILDREN'S APPAREL SALESMEN, INC.

CONVENTION PLANS FINALIZED COMMITTEE MEMBERS APPOINTED

Board Of Governors To Convene
In Miami In December; First Year
Of 10 Year Plan To Be Reviewed

Plans are reaching final form for what promises to be one of the most important functions in NAWCAS history. A very significant function of this convention will be a careful review of year one of the NAWCAS Ten Year Plan. The convention will appraise progress made to date and develop new plans to accomplish long-range NAWCAS goals.

Committees Named
NAWCAS President, Sherman Goodfriend, announces committee appointments on page two of this issue of the NAWCAS NEWS. Each committee member has been mailed a copy of a proposed committee agenda, together with detailed reports and proposals outlining work which must be done.

All members are again urged to inform convention delegates of problems, plans and ideas which should be evaluated at this convention.

The convention schedule is presented below.

Monday, Dec. 11
First Executive Advisory Council Meeting

Tuesday, Dec. 12
Briefing of Committee Chairmen and Vice Chairmen
Children's Wear Panel
10:00 a.m.

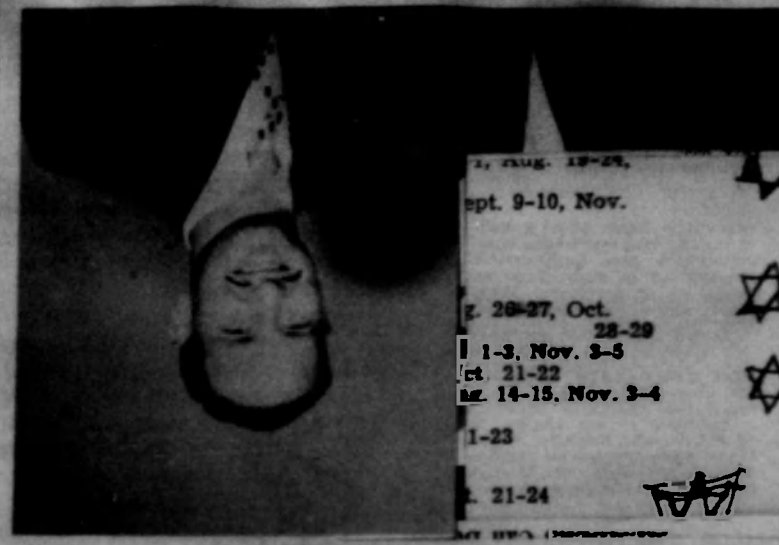
The Travelling Salesman Will Not Be Buried

Mr. Harry Golden, syndicated columnist for leading papers across the country, stated in his column of October 20th that the travelling salesman was not only outdated, but would soon become extinct. Fortunately, NAWCAS was immediately informed, by letter, of the true situation facing our members. NAWCAS salesmen are not riding a dying horse. We are not living on borrowed time.

Growing Need For Salesmen
Contrary to Mr. Golden's idea that the travelling salesman will soon be as useless as a 1943 war stamp, there is a continuing and growing need for more and more professional salesmen. The 1958 census shows a considerable increase in the number of children's wear manufacturers.

Manufacturer Establishes Group Major Medical Plan

Pictured here are, left to right: Al Landman and William Kats, principals of the firm of Landman and Kats, Inc., manufacturers of children's wear.



21-24
1-23
Nov. 14-15, Nov. 3-4
Oct. 21-22
Nov. 3-5
Oct. 25-29
Oct. 9-10, Nov.

wear, have established a group major medical policy for their employees. The plan, which went into effect on June 1st, covers all full-time permanent employees who are employed as officers, manufacturing department heads, or salesmen. At the present time, 50 full-time salesmen are covered.

In commenting on the plan, H. C. Auerbach, Vice President of the firm, said: "Both Mr. Landaman and Mr. Katz felt strongly that our company should give its salespeople and other associates a sense of security in knowing that medical bills will not burden them. The benefits are quite liberal and our firm pays the entire cost of these coverages."

Broad Coverage

The plan, which was developed by Mutual of New York, offers broad coverage for the employee and his dependents. Wives of employees and unmarried children who have not reached their 19th birthday qualify for dependent coverage. The company will pay up to \$10,000 per claim with an 80 per cent co-insurance clause. The cash deductible amount is \$350 per year. If the salesman does not have Blue Cross coverage, the deductible amount applies only once in any calendar year even though a person may have several accidents or illnesses during the year. A separate deductible amount applies to each person insured, unless two or more insured members of a family are injured in the same accident. In this case, the employee need pay only one cash deduction with respect to all medical expenses resulting from the accident in that and the next calendar year—regardless of the number of family members injured.

25 Years of Progress

Landaman and Katz, Inc., is celebrating its 25th anniversary this year. The firm has steadily progressed over the years to where it is now regarded as one of the largest children's wear manufacturers in the country. The group major medical plan which the firm has established for its employees is indicative of their high regard for their employees.

NBA Brochure Mailed November 1, 1961

A comprehensive explanation of the expanded NBA program was mailed to each member with the November assessment. You are urged to study the brochure and to keep it where it will be available for future reference. The booklet is very important and will answer almost any question you may have regarding the plan.

crease in sales personnel over that reported in 1948.

Apparel manufacturers, instead of reducing their sales staffs, are increasing their operations to the point where they are down to county and city territories. They are advertising continuously for more and more men who can build up a territory, get business and sell creatively.

According to Luther H. Hodges, Secretary of Commerce, the United States will need over six million additional people in the selling profession by 1970 if we are to keep up and expand our present economy.

The National Sales Executives Association has issued an urgent plea for over one million more salesmen by 1973.

Today, about one third of all sales revenue is from products that did not exist 10 years ago. (Continued on page 2, Col. 2)



Left to right: Sherman Goodfriend, NAWCAS President; M. D. Klein, Past-President (1947-1948); Sam Ferdinand, current President of Arkansas-Oklahoma Fashion Exhibitors; and Marshall J. Mantler, Executive Director of NAWCAS. Mr. Klein is one of the Past-Presidents the affiliate honored at its 15th Anniversary Banquet. Highlights of the celebration are reported in an article on page 4 of this issue.

Wednesday, Dec. 13
8:00 a.m.
9:30 a.m.

Thursday, Dec. 14
Friday, Dec. 15

Saturday, Dec. 16

Sunday, Dec. 17
9:00 a.m.
to
5:00 p.m.

New Delegates Indoctrination

Opening Breakfast
Committee Meetings

First Convention Session

Second Convention Session

Third Convention Session
Installation Banquet (Formal for Officers)

Second Executive Advisory
Council Meeting - 1961 and
1962 members

Re-Evaluation Of All Affiliate Market Dates Definitely Needed

By Sid Cooper

Editor's Note: NAWCAS realizes the importance of choosing market dates wisely, to encourage better retailer attendance. The final solution is not in sight. It is recommended, however, that each region hold a joint meeting each year of affiliate representatives to decide the market dates for that area.

During the past few months, The NAWCAS NEWS has run a series of "IT'S HIGH TIME, MR. MANUFACTURER AND MR. SALESMAN." Midwest Fashion Exhibitors believes it is also "HIGH TIME" NAWCAS re-evaluated the various timings of its affiliate markets, not only individually, but collectively. Midwest Fashion has already done so, but we need sanction on a higher plane. This could be done thru committees at any of the national conventions.

Conforming To Changing Times

Changing times call for a "Change of TIMES." For years affiliate show dates have been set according to established traditions, despite the squawks and comments made by manufacturers, merchants, and by our own sales-



Sid Cooper

men. We are told, for instance, that the Holiday-Cruise Markets have to be held the first week in September; Spring Showing must exist during the last week of November, etc. — but, we have forgotten by whom we were told, or how these dates came about.

We think that sometimes they have come about by the Hotel Accommodations committees. But never, evidently, by the voice or opinion of those most affected, the Salesmen, and ultimately, the Customers. The fact remains that, were a consensus taken today, everyone — meaning every market, whether it be Kansas City Detroit —

(Continued on page 3, Col. 5)

SALESMAN

Published Semi-Monthly
By the National Association of Women's and Children's Apparel Salesmen, Inc.
Send notice of change of address to 784 Santa Allen Bldg., Atlanta 3, Georgia

"The only national association devoted exclusively to the interests of salesmen in this industry."

MARSHALL J. MANTLER, Managing Editor
LEE REIFEL, Editor

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Los Angeles, Calif.

Canadian Council
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1405 Peel St.
Montreal, Quebec, Canada

Printed in U. S. A.
Second class postage paid at Atlanta, Ga.

SALESMAN

(Continued from page 1)
After reading Mr. Golden's article, NAWCAS wondered who would be selling the new products to be produced in the future if the traveling salesman was no longer in existence. Mr. Golden seemed to believe this task could be handled by an IBM machine.

Another inconsistency in Mr. Golden's "Death of the Salesman" was his statement that few salesmen today are working on a commission basis. NAWCAS represents both the traveling salesman and the showroom or salaried man. Our records show, however, that the commissioned salesman is in the vast majority. He may not be receiving his due reward, but inequities in commissions, fringe benefits and the like are gradually being corrected.

The Small Retailer Is The Backbone Of Apparel Industry
Large stores today are buying out of New York, Chicago and other major cities. The ready to wear business could not prosper, however, from the business placed by these major department stores alone. In the last analysis, both the manufacturing giants and the run of the mill producers obtain their most profitable volume from the average retail merchant who is generally serviced and aided by the traveling salesman.

Over 110,000 apparel retailers still depend on the NAWCAS salesman to visit them in the store. These men will never be replaced by the \$80 a week man who "raps" around, order book in hand. The traveling salesman takes a personal interest in his customers. He is their financial adviser, management consultant and fashion expert, rolled into one. He protects the retailer from overbuying and the other extreme of understocking. This type of service cannot be reduced to a mechanical equation as Mr. Golden supposes.

An IBM machine that tells the buyer he's "overbought" should also tell the store's sales personnel they're "under sold." According to a yearly survey conducted by William and Mary Collage, sales personnel generally sell only 27 cents out of each available consumer dollar.

After reviewing the facts, there's a lot of evidence that selling is enjoying a rebirth. Those of us closest to it, those of us who live selling everyday are convinced there is no demise in sight for

Roster Of Convention Committees

RETAILER RELATIONS COMMITTEE

Robert Kirk, Chairman; L. A. Thompson, Co-Chairman; William Deskin, Advisor. Otto Baumol, Larry Collins, Russell Dimick, Sam Ferdinand, Jim Fleming, Fred Fredel, Jack Goldber, Irving Goldstein, Sam Hark, Mike Lipton, Herb McEvers, Leon Newman, Harold Nisselson, George O'Bryan, Israel Ravit, William Shames, Joseph Springer.

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RETIREMENT HOME COMMITTEE

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This noble and interesting profession NAWCAS believes that the road salesman is the key to advancement and success in the ready to wear field. NAWCAS also hopes that Mr. Golden, in the near future, will see the need for a birth announcement in recognition of the contribution made by the nation's salesmen.

Henry Rosenberg, Bill Schattenfeld, C. T. Sheats, Jay J. Sweet, Lou Tanz, Bert Thompson, Victor E. Wyler, Josephine Gould (Observer).

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HOTEL RELATIONS COMMITTEE

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Excellent opportunity for resident man to carry fast selling re-order line of Sun and Fun hats for Women & Children. Due to re-organization, all territories open. Show affiliation required. No objection to non-conflicting side line. Write:

Bert Rosenberg
CADILLAC HAT CO., INC.
3031 N. W. 41st Street
Miami, Fla.

NEW YORK STATE
Leading nationally advertised line in BOYS & GIRLS sportswear. All sizes. Opportunity for salesman who has accounts that respect combination of quality and creative designing. Established business in Terr. Upstairs dept. and better specialty store only.
Mr. Stanley Liebling
OXFORD SPORTWEAR, INC.
45 West 12th Street
New York, N. Y.

Dealers & Housecall Salesmen Medium price. Compact item line of Men's & Women's Dusters & Housecoats from \$4.50 up. Featuring cottons, nylon tricot, acetate blends, viscose creases etc., just what for dept. & specialty stores. Write for more info. No conflicting line. High Commission. Write full resume in letter. All Terr. Open.
ST. JAMES
2942 20th Ave., Bklyn., N. Y.

The New Era Shirt Company, manufacturer of nationally advertised women's shirts, seeks representation for New York State, exclusive of the metropolitan area of New York City. Commission - 15% on the gross - permissible to carry one non-conflicting line. Only experienced man with strong following need apply. Send written resume to:

Mr. Tom Berger
Sales Manager
New Era Shirt Company
961 Lucas Avenue
St. Louis 1, Missouri

SLEEPWEAR
LADIES AND/OR GIRLS \$2.98 - \$3.98
FLANNEL - CHALLIS - COTTONS & BLENDS
To resident men with show affiliations, or substantial following, all or part of these lucrative areas are available:

1. South West
2. Va., N. Carolina's
3. Ky., Tenn., Miss., Alabama
4. West Coast (Girls only)
5. Parts of Midwest

Complete territorial protection
SLEEPTITE
143 Madison Avenue New York 16, N.Y.

DRESSES MISS - HALFS

Now open for qualified salesmen for All or Part of following territories:

1. Wash. Oregon
2. Rocky Mountain States
3. Ill. Iowa, Missouri
4. Texas, Oklahoma
5. New York State

Good opportunity. Apply only if experienced and able to sell. Show how you can increase sales in your territory. Offer "Rice" Miss or Little Young" Hats available at \$1.75 to \$1.75.
One other line O.K. Good Cash Sales. Quoted delivery. Send all information first letter.

LILI YOUNG DRESS CO.
1375 Broadway New York 16, N.Y.

N. & S. Dek. - Nebr.
Misses - Jrs. Pants and Coordinated Tops
Both business in terr. Nat'l adv. line. Basic stock program. N. Y. Show-room. Pension plan. Must be carried exclusively. Write full details
M. Silberberg, Jr. - Vice Pres. Sales
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108 S. Milwaukee St. Milwaukee 2, Wisconsin

COSTUME JEWELRY
Profit sharing plan for top costume jewelry salesman.
We offer a well accepted line of costume jewelry to salesman with established territories in the South East and South Central States. Submit full background in first letter showing sales figures, area and type stores covered.
LEAVY & DORN
1001-11 Chestnut Street Philadelphia 7, Pa.

AMERICAN SWEATERS AND SWEATSHIRTS
This is a rare opportunity for a leading man to represent a leading manufacturer in established territory.
WESTERN PENNSYLVANIA & W. VIRGINIA
We are looking for a top man who is seeking that once in a lifetime opportunity. Write details for personal interview in territory to Norman Wertheim.
BLUESHIRT MINTWASH CO., INC.
161 West 10th St., New York 11, N. Y.

LADIES' BELTS
Top Line \$3-34 Retailers
Full Territorial Rights - 15% Com.
We have openings for:
1. Tex., Ohio, Ark., La.
2. Illinois

FRANK SPEYER & CO., INC.
16 West 32 Street
New York 1, N. Y.

ROBES - DUSTERS
Nationally known line needs live wire, resident men in following Territories:
1. Ohio, Mich., Ind.
2. Ill., Wis., Minn.
3. Mo., Mass., Neb., Iowa
4. Va., N. Car., S. Car., Ga., Fla.
5. W. Va., Ky., Tenn., Ala., Miss., La.
Replicates Conf. to Sales Mgr.
MORRIS ROBES, INC.
152 Mod. Ave., N. Y. C.

Help Combat Reckless Driving

Were you almost killed on the highway today? Salesmen cover more miles per day than any other professional group, and it's a sure bet that they meet more than one reckless driver.

NAWCAS is vitally interested in promoting highway safety. We realize that the police are doing their best, but they can't be everywhere at once. They only see a fraction of the violations. The other drivers get by without being caught and the accidents continue. It is up to responsible individuals to do the rest — by watching their own driving habits and by being their "brother's keeper."

What can you do to cut down on reckless driving? How can you fight back when someone almost kills you on the highway?

Taking off after the guilty driver is not the answer. This only makes you a dangerous driver—and may end in tragedy.

Doing nothing isn't the answer either. Most of the time that's just what we do. We decide there isn't anything we can do, so we continue on our way. Then at dinner or at a party, we tell what almost happened today because of some "joker" on the road. Meanwhile, that "joker" is still driving — is still a threat to everyone on the highway.

There is something NAWCAS MEMBERS can do.

No legal action is involved. But a letter of warning from the State Department of Public Safety is very effective. The driver finds out that he really hasn't gotten away with anything. Once he knows this, chances are he'll cut out the nonsense.

When Ed told NAWCAS about Georgia's policy, we wondered whether other states also endorsed such a program and what action they recommended. So, NAWCAS sent a questionnaire to the Department of Public Safety in every state. Over 71 per cent of the states have replied.

Action Urged by States
The survey showed that there are many things that you can do to combat unsafe driving.

Plan Your Present And Future With Established Uniform Line

Valuable territories available with full territorial rights. For Miami expenses, commissions, car furnished. National advertisement. Uniform or dress experience preferred. Write giving full details.

HRESSLER BROTHERS

P. O. Box 4302

Atlanta 2, Georgia

ALIX OF MIAMI

Offers Excellent Opportunity for Sales Representation

1. Wisconsin, Minn., N. Dakota, S. Dakota
2. Kansas, Iowa, Missouri
3. Kentucky, Tennessee, Mississippi
4. N. Carolina, S. Carolina, Virginia
5. Texas, Oklahoma, Louisiana, Arkansas

We Manufacture Five Distinct Lines A Year . . .

- (1) A complete collection of ladies, knits, imported and nationally combined cotton prints in sizes 8 to 26 also (2) Youth half-sizes, 12 1/2 to 24 1/2.
- (3) Daytime and after-five dresses in imported and domestic fabrics, nationally combined in sizes 8 to 26.
- (4) A similar collection of daytime and afterfive youthful half-sizes dresses, 12 1/2 to 24 1/2.
- (5) A complete line of better sportswear consisting of "go-togethers" and co-ordinates in sizes 8 to 18.

Each of our lines is an independent division of Alix of Miami and grouped in a certain way to offer a good opportunity to a top sales representative on an exclusive basis with a draw against commission.

Please write do not phone, to:

Mr. Alts Schneiderman, 2760 Northwest Fifth Ave., Miami 37, Florida. Only letters stating qualifications, past connections and financial arrangements desired, will be answered. All information will be kept in strict confidence. Our present missman traveling these territories are aware of this advertisement.

"BRITISH LADY" DRESSES

Well-established, 45 years. Philadelphia manufacturer of "British Lady" by line women's dresses, price \$8.75 - \$18.75, has openings for the following territories:

1. Wisconsin, Minnesota, Iowa, N. Dakota, S. Dakota
2. New England States
3. N. & S. Carolina, Virginia, Texas

There are well-established territories with a strong following. Top commission, full territorial rights. Write full details in first letter.

DUNNCRAFT

211 N. 12th St.

Philadelphia, Pa.

SALESMAN WANTED

On better Children and Teen Dresses and Blouses. \$38.00 to \$110.00 doz. Territories open:

Indiana, Michigan, Ohio, Minn., Calif., N. C., S. C., Va., West Va., Penna., N. J., Wisconsin.

Highest rate of comm. Full territory rights guaranteed deliveries 90% approved orders.

MARY LOUISE MFG.
Co. Inc.
SPRINGVILLE, ALA.



Howard H. Menlon, President of Pacific Northwest Apparel Association, Inc., presents Martin Pick with a diamond pin in honor of 14 years of membership and distinguished service in the United Commercial Travelers. The presentation was a complete surprise to Mr. Pick who celebrated his 51st birthday on October 14th.

1. Sign a warrant as the violator can be prosecuted. All the states urge this action. If you do this, you must testify in court.
2. Notify the nearest policeman, or call the State Police. The highway patrol in the area is then alerted, and the driver can be arrested. The police say this is the best action you can take, if you are unwilling to sign a warrant.
3. Write to the State Department of Public Safety. In your letter, describe the violation, give the license number and the time and date of the violation, state the area where it happened, and, if possible, describe the driver.

Some of the states will act on violations reported by citizens in letters. The action taken will differ, however, from state to state. The states may either send a letter of warning, instruct a state trooper to warn the car owner, or alert the police in the area to be on the lookout for the reported car. Your action will get results if you follow these two rules. Report only serious violations. Make your report accurate.

Re-Evaluation

(Continued from page 1)

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DRESS SALESMEN Unusual Opportunity

Because of retirements, one of the best known brand lines - 8.75 to 9.75 Misses, petites and half sizes - has openings in the established territory of:

1. NORTH & SOUTH CAROLINA
2. OHIO, MICH., & IND.

Must be show member and preferable live in territory.

R. KOLODNEY & CO.
"Buddy Hartford"

1418 Broadway

New York City

HALF-SIZE DRESS SALESMEN

\$6.75 to 10.75

Immediate opening for established aggressive salesmen. New sales set up. Must have knowledge and following. Dresses - Youthful styling combined with fabric interest. Right to insure volume selling. Commission basis - full territorial rights - guaranteed deliveries. Non conflicting line permitted. Write in confidence giving past particulars. Must be member shows.

1. Southern Calif. - Arizona - Nevada
2. Northern Calif. - Wash. - Oregon
3. Texas - La. - Oklahoma - Ark.
4. Florida - Georgia - Alabama

M'LADY OF CALIFORNIA

850 S. Broadway

Los Angeles 14, Calif.

MISSISSIPPI AND PETITE SPORTSWEAR

Separates and Co-ordinates

Open Areas in

MO., ILL., S. S., VIRGINIA, OHIO, MISS., IOWA, MO., S. C., ARK., MISS.

Other territories also Available

Write full particulars to:

CLARKE FASHIONS
82 Chasney St.
Boston, Mass.

TOP JUNIOR RAINWEAR LINE AVAILABLE

We need top missmen with following in Junior rainwear and sportswear and Junior buyers for exceptionally beautiful high-styled fashion vinyl rainwear. Top commission of 8% paid. All prime sales territories open. Our code are featured in Look-Life-Mademoiselle-Seventeen. Terrific opportunity for aggressive producers. Contact Russell Green, V. Pres.

MANUFAX, INC.

Time and Life Bldg.
111 West 25th St. - Judson 4-4387
New York 26, N. Y.

TOP SALESMEN WANTED DISCOUNT OPERATIONS ONLY

Nationally advertised bra manufacturer with established discount label; self-inspection packaging; design facilities; aggressive promotion program. Offers unlimited opportunity to heavy-weight volume producing salesmen with discount following. Key territories open. This is a "once-in-a-lifetime" offer to grow with the "field of the future" now. Write fully in confidence.

MR. GEORGE BAUFMAN - Advertising Mgr.

WINGS BRASSIERS CO.

100 MADISON AVENUE

NEW YORK 17, N. Y.

COTTON DAYTIME DRESSES DUSTERS & SPORT ITEMS

Philadelphia Manufacturer, established over 40 years making

JANET LYNN

Cotton Dresses, Dusters, and Sport Items to retail \$2.95 - \$5.95 - \$8.95. Misses' and Women's sizes. wants experienced salesmen for the following territories:

1. Western Penna. . . West Va. . . Ky.
2. Southern Ill. . . Missouri . . . Kansas
3. Ohio . . . Mich. . . Ind.
4. La. . . Miss. . . Ark. . . Okla.

Please write in confidence to:

E. GORDON & CO.
1720 N. 1st St., Phila. 22, Pa.

AFFILIATE NEWS IN REVIEW

News From Within New England

By BEN LACK



Ben Lack

New England's loss is Ohio's gain. Burton S. Price, the Heavy-weight Salesman for Personal Sportswear, did a great job and now is being rewarded with the prize territory. Good luck, Burt.

Eddie Kay "the Personable Guy" is replacing Burton Price here in New England. Mr. Golub is lucky to have such great replacements.

Things are buzzing around the Statler Hotel Saturdays where the NEAT's are making plans for their big January show. And they certainly have Big Plans!

Most Broussier, formerly the General Merchandise Manager of Jay Stores, has transferred his plants to the Lee Shops of Boston as General Merchandise Manager and buyer of ladies sportswear. The Lee Shops consist of seven large discount stores in the East, with their general offices in Boston, Mass.

Your Help Is Needed

Samuel Ratner, member of NAWCAS and of the Pan American Fashion Mart of Florida, has organized a Stamp Club for the "Heart Sick" children at the National Children's Cardiac Hospital in Miami, Florida.

The stamp club acts as a most important therapy for the children and in most cases has speeded recovery and brought a new zest for living into their lives.

Since the hospital is non-sectarian and depends entirely on the outside for support, the Stamp Club has found it necessary to appeal to friends and neighbors to donate cancelled and uncanceled stamps from the United States and foreign countries.

NAWCAS members who have some stamps they would like to donate to this worthy cause are requested to send them to: Stamp Club, National Children's Cardiac Hospital, 4250 W. Flagler Street, Miami, Fla.



New York Affiliates meet at the NAWCAS office in New York to discuss NAWCAS Convention plans. Seated, left to right: the late Jerome C. Corday, New York City Co-ordinator; Bob Liepsig, National Vice President of NAWCAS; Allen Greenstone, President of ALCASS; Lou Cooper, Chairman of the Board, Young Men's Garment League; and Man Hoyt, Delegate. Standing, left to right: Bill Kallman, President of Fashion Sales Guild; Leon Mechanic, Chairman of the Board, Garment Salesmen's Guild; Syd Endler, President of Garment Salesmen's Guild; Milton Brenner, Delegate; and Marty Beck, President of Dress Salesmen's Association.

"Let 'Em Eat Wheat"

By HY SHARP, Central States Salesmen's Association

Here's some really wonderful news. Frank Warfield, our once sick salesman who has fought the good fight against illness for the past four years, is making a remarkable recovery. Frank has gained twenty pounds in two weeks and Mae, his valiant wife, says he's singing in the morning. This news has given us all something to sing about.

Our nominee for Elder Statesman is Louis J. Petri, a successful "Knight of the Road" since 1940 and have

CHILDREN Experience of re-lished por-A "top'm-manufacture all attri-line perfor

DRESS M-NIOR OR-Nthol org-alion, for-IOWA-and the-CAS STY-TRAL WA-TION W

Bob Ritchey's wife, Janet, was ailing but now she's on the mend. After several anxious weeks of illness, Sid Steinberg's mother-in-law is now doing fine. Nate Singer, who suffered a heart attack, is making a fine recovery, and all the boys are delighted with this good news.

Scholastic Corner Robert Sharp, son of ye editor, is a semi-finalist in the National Merit Scholarship competition, in the upper 1 per cent. Arnie Lerner, son of Earl Lerner, was elected president of the sophomore class at high school. James Cooley, an honor student at Raytown, is making his father Jack very proud.

Creighton Pendarvis, Gordon's boy, returned from three years with CIA in Germany and is now off to college. Morton Rock, Bill's boy, is News Editor of his school paper and is winning praise for his work. Edward Karl, Stanley's son, is up to his elbows in teeth—he's graduating from dentistry school at Iowa. Kerry Bolton, Harry's tall son, received a scholarship to Kansas University. STAY WELL AND SELL! SELL!

Arkansas - Oklahoma Fashion Exhibitors Celebrate 15th Anniversary



Each past-president was presented with a beautifully constructed plaque which has a gavel carved into the center and is inscribed with their term of office. Past-presidents of this group are M. O. Klein, William Novak, Maurice Roth, Max Restoff (deceased), Lawrence Davidson, I. H. Niss, Joe Friend Arthur Rice and Barney Rudow.

Irwin Radloff also awarded a plaque in recognition of his long years of faithful service to the Arkansas-Oklahoma Fashion Exhibitors in capacity of Secretary-Treasurer. Approximate 60 members and their wives did this anniversary banquet which will long be remembered well-planned and notable.

Members Interviewed At Market Week

By HARRY BLOOM, West Coast Salesmen's Association

At the September Market Week of the West Coast Salesmen's Association, a question and answer period was held. The big question asked was: "What is the Secret of Selling?"

Of course, this is a question which interests all NAWCAS members. The consensus of those interviewed is that the secret of selling revolves around courtesy, sincerity, and knowing and being confident in your product. Caution was urged against being over-aggressive. Over-selling was termed bad business because it so often results in a "one-time sale."

Several of the interviews were featured in the Dave Larsen column, "The Question Man," which appears in the San Francisco Chronicle. This, of course, is an excellent way to obtain good publicity. If a similar column appears in newspapers in your area, it would be a good way for your affiliate to secure publicity for its activities.

Handling Bag & Bonnet Sets and Children's Accessories. Top Nationally Recognized Line - Children and Teens - in the following areas: 1. N.Y. and N.J., 2. Chicago Area, 3. South West, 4. New York State, 5. Pitts. Area and West Pa. State references and full information. MIGHTY MIDGET Leather Goods Company 659 Ave. of the Americas New York 11, N. Y.

Of Ohio

The Women's and Children's Apparel Club of Ohio has taken into its membership seventeen salesmen who formerly showed as an unaffiliated group, under the name of Fashion Exhibitors of Ohio. This move will save the customers time by having all displays in one location.

Officers and Directors for 1962 were recently elected. The newly-elected officers are: Irving Penner, President; Walter Hess, Second Vice President; Emil Klein, Secretary; Herman Mayer, Treasurer. Elected to the Board of Directors were: Morris Weinstein, Irwin Odell, Jim Stinehart, Joe Deters, Frank Ziebell, Henry Fink, Jack Beerman, Morty Granovitz, and Maxwell Miller. Bill Schatzenfeld is Past-President.

EVE CARVER MISSES & HALF-SEERS BETTY WINSTON JRS. & JR. PETTER

Have openings for men of the highest earning capacity for the following 3 territories:

1. Wash. Oregon & Idaho
2. Kan., Missouri & Ark.
3. Texas, Okla., & Louisiana

Territorial rights. Must have experience in selling Misses and Junior dresses. Must live in territory. Write giving full particulars about yourself. Replies held in strictest confidence. Guaranteed 85% delivery.

WARSHAUER & FRANCK INC. 75 Kneeland St. Boston, Mass.

SLEEPWEAR RAD LINGERIE

It isn't oftentimes available for this Hot Item line of Cotton Sleepwear. & Priced and Featured Editorially in National Fashion Mag. and the Press. Following territories open:

1. Colorful, Arizona, New Mexico
2. Kentland West Virginia

Plus opening aggressive young men to call on smaller cities in these ter.

1. Virginia Carolina and South Carolina
2. South Carolina

Non-conflict line permitted. Territorial rights. Excellent opportunity for men.

Write: MEL BARAD CK 1-01110 Wash. Ave. St. Louis, Missouri

BLOUSE SALESMEN

Dressy line of popular priced (\$4-\$12) cotton & nylon blouses. Weekly draw of 85% of commission on accepted orders. Will divide to suit in following areas:

1. Rocky Mountain States
2. Southern States
3. Central States
4. South West
5. W. Pa., Ohio & W. Va.

JOLENE FASHIONS, INC. 124 W. 30th St. New York 11, N. Y.

WOMEN'S BETTER BLOUSES, COORDINATES & SPORTSWEAR

Top value styling and workmanship. Especially styled for better department stores and specialty shops.

Territories Open: 1. Minnesota, Wisconsin, Michigan, Illinois, Indiana, 2. Oregon, Washington, Idaho, Montana. You must not have conflicting line. In first letter give past-experience, references, etc.

NATHALIE NICOL INC. MODE DE PARIS 22 Second Street San Francisco 5, California



Help Combat Reckless Driving

Were you almost killed on the highway today? Salesmen cover more miles per day than any other professional group, and it's a sure bet that they meet more than one reckless driver.

NAWCAS is vitally interested in promoting highway safety. We realize that the police are doing their best, but they can't be everywhere at once. They only see a fraction of the violations. The other drivers get by without being caught and the accidents continue. It is up to responsible individuals to do the rest — by watching their own driving habits and by being their "brother's keeper."

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The survey showed that there are three things that you can do to combat unsafe driving.

1. Sign a warrant so the violator can be presented. All the states urge this action. If you do this, you must testify in court.

2. Notify the nearest policeman, or call the State Police. The highway patrol in the area is then alerted, and the driver can be arrested. The police say this is the best action you can take, if you are unwilling to sign a warrant.

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WOMEN'S SLOUSES
Reliable Chicago manufacturer has opening for established sales in Ohio, Missouri, Kentucky, Tennessee & Arkansas. Guaranteed deliveries - 7 1/2% Commission.
RAEAL SLOUSES
24 Montauk Ave. Bldg.
Chicago 54, Ill.

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(Continued from page 1)

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Because of retirements, one of the best known brand lines - 6.75 to 8.75 Misses, petites and half sizes - has openings in the established territory of:

1. NORTH & SOUTH CAROLINA
2. OHIO, MICH., & IND.

Must be show member and preferable live in territory.

R. KOLODNEY & CO.
"Buddy Hartford"

1610 Broadway New York City

HALE-SIZE DRESS SALESMEN

**Plan Your Present And Future
With Established Uniform Line**

Atlanta 2, Georgia

\$6.75 to 10.75

Immediate opening for established aggressive salesmen. New sales set up. Must have knowledge and following in E. dresses. Youthful styling combined with fabric interest. Right to insure volume selling. Commission basis - full territory - guaranteed deliveries. Non conflicting line permits. Write in confidence giving past particulars. Must be member shows.

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2. Northern Calif. - Wash. - Oregon
3. Texas - La. - Oklahoma - Ark.
4. Florida - Georgia - Alabama

M'LADY OF CALIFORNIA

850 N. Broadway Los Angeles 10, Calif

**MISSES AND PETITE
SPORTSWEAR**

Separates and Co-ordinates
Open Access to

MD., DEL., D. C., VIRGINIA, BRIDG-
MINE. IOWA, MO. & CO. DAK.,
2222.

Other territories also Available

Write full particulars To:

MARK FASHIO
61 Chamber St.

Boston, Mass.

**TOP JUNIOR RAINWEAR
LINE AVAILABLE**

We need top salesmen with following in Junior rainwear and sportswear and Junior buyers for exceptionally beautiful high-styled fashion vinyl rainwear. Top commission of 8% paid. All prime sales territories open. Our costs are featured in Look-Life-Mademoiselle-Seventeen.
Terrific opportunity for aggressive producers.
Contact Russell Green, V. Pres

MANUFAX, INC.
Time and Life Saver
111 West 10th St. — Jadco 6-0227
New York 20, N. Y.

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DISCOUNT OPERATIONS ONLY**

Nationally advertised bra manufacturer with established discount label; self-selection packaging; design facilities; aggressive promotion program, offers unlimited opportunity to heavy-weight volume producing salesmen with discount following. Key territories open. This is a "once-in-a-lifetime offer to grow with the "field of the future" now. Write fully in confidence-

MR. GEORGE KAUFMAN - Advertising Mgr.

WINGS BRASSIERS CO.
180 MADISON AVENUE NEW YORK 16, N. Y.

**COTTON DAYTIME DRESSES
DUSTERS & SPORT ITEMS**

Philadelphia Manufacturer, established over 40 years, making
JANET LYNN
 Cotton Dresses, Dusters, and Sport items to retail \$3.95—\$5.95—\$6.95. Misses' and Women's size waists experienced salesman for the following territories.

1. Western Penna. . . . West Va. . . . Ky.
2. Southern Ill. . . . Missouri Kansas
3. Ohio Mich. . . . Ind.
4. ~~Ill.~~ Miss. . . . Ark. . . . Okla.

Please write in confidence to

E. GORDON & CO.
1720 E. 9th St., Phila., Pa.

"BRITISH LADY" DRESSES

Well-established, 43 years, Philadelphia manufacturer of "British Lady" 1/2 size women's dresses, price \$6.75 - \$10.75, has openings for the following territories.

1. Wisconsin, Minnesota, Iowa, N. Dakota, S. Dakota
2. New England States
3. No. & So. Carolina, Virginia, Texas.

These are well-established territories with a strong following. Top commission, full territorial rights. Write full details in first letter.

DUNNCRAFT

211 N. 13th St.

Philadelphia, Pa.

SALESMAN WANTED

On better Children and Teen
Dresses and Blouses \$26.00 to
\$110.00. All Terrific open.

Indiana, Michigan, Minn.,
Calif., N. C., S. C., West
Va., Penna., N. Wisconsin.

Highest rate of mm. Full territory rights, no tied deliveries 90% app'd orders.

MARY LOUIS MFC

Ca 1m

SPRING VILLAGE.

NAWCAS News

Published Semi-Monthly
By the National Association of Women's and Children's Apparel Salesmen, Inc.
Send notice of change of address to 784 Bona Allen Bldg., Atlanta 3, Georgia

"The only national association devoted exclusively to the interests of salesmen in this industry."

MARSHALL J. MANTLER, Managing Editor
LEE REIFEL, Editor

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Printed in U. S. A.
Second class postage paid at Atlanta, Ga.

SALESMAN

(Continued from page 1)
After reading Mr. Golden's article, NAWCAS wondered who would be selling the new products to be produced in the future if the traveling salesman was no longer in existence. Mr. Golden seemed to believe this task could be handled by an IBM machine.

Another inconsistency in Mr. Golden's "Death of the Salesman" was his statement that few salesmen today are working on a commission basis. NAWCAS represents both the traveling salesman and the showroom or salaried man. Our records show, however, that the commissioned salesman is in the vast majority. He may not be receiving his due reward, but inequities in commissions, fringe benefits and the like are gradually being corrected.

The Small Retailer Is The Backbone Of Apparel Industry
Large stores today are buying out of New York, Chicago and other major cities. The ready to wear business could not prosper, however, from the business placed by these major department stores alone. In the last analysis, both the manufacturing giants and the run of the mill producers obtain their most profitable volume from the average retail merchant who is generally serviced and aided by the traveling salesman.

Over 110,000 apparel retailers still depend on the NAWCAS salesman to visit them in the store. These men will never be replaced by the \$40 a week man who "rips" around, order book in hand. The traveling salesman takes a personal interest in his customers. He is their financial advisor, management consultant and fashion expert, rolled into one. He brings the retailer from over buying and the other extreme of understocking. This type of service cannot be reduced to a mechanical equation as Mr. Golden supposes.

An IBM machine that tells the buyer he's "overbought" should also tell the store's sales personnel they've "under sold." According to a yearly survey conducted by William and Mary College, sales personnel generally sell only 27 cents out of each available consumer dollar.

After reviewing the facts, there's a lot of evidence that selling is enjoying a rebirth. Those of us closest to it, those of us who live selling everyday are convinced there is no demise in sight for

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this noble and interesting profession NAWCAS believes that the road salesman is the key to advancement and success in the ready to wear field. NAWCAS also hopes that Mr. Golden, in the near future, will see the need for a birth announcement in recognition of the contribution made by the nation's salesmen.

Henry Rosenberg, Bill Schattenfeld, C. T. Sheats, Jay J. Sweet, Lou Tanz, Bert Thompson, Victor E. Wyler, Josephine Gould (Observer).

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Excellent opportunity for resident man to carry fast selling re-order line of Sun and Fun hats for Women & Children. Due to re-organization, all territories open. Show affiliation required. No objection to non conflicting side line. Write:

Bert Rosenberg
CABILLAC NAT CO., INC.
444 N. W. 41st Street
Miami, Fla.

NEW YORK STATE
Leading nationally advertised firm in BOYS & GIRLS Sportswear. All sizes. Opportunity for salesman who has accounts that respect combination of quality and creative designing. Established business in Terr. Upstairs dept. and better specialty shops only. Mr. Stanley Liebman
OXFORD SPORTWEAR, INC.
45 West 12th Street
New York, N. Y.

Business & Household Salesmen Medium price. Compact item line of Misses & Women's Dusters & Housecoats from \$4.95 to \$12.95. Featuring cottons, nylon tricot, acetate, tulle, viscose flannels etc., just right for dept. & specialty stores. Ideal for men with non conflicting line. High Comm. Write full resume in letter. All Terr. Open.
ST. JAMES
2742 25th Ave., Bklyn., N. Y.

DRESSES MISS - HALFS
Now open for qualified salesmen for all or part of following territories:

1. Wash, Oregon
2. Rocky Mountain States
3. Ill., Iowa, Missouri
4. Texas, Oklahoma
5. New York State

Good opportunity. Apply only if experienced and make area completely including smaller cities. Fine styling. Our "Miss" line or "Half" line. Halts available at \$1.75 to \$11.75. One other line O.K. Good Comm. Setup. Guaranteed deliveries. Send all information first letter.

LILI YOUNG DRESS CO.
1275 Broadway New York 18, N.Y.

Mr. Tom Berger
Sales Manager
New Era Shirt Company
981 Lucas Avenue
St. Louis 1, Missouri

SLEEPWEAR
LADIES AND OR GIRLS \$2.98 - \$3.98
FLANNEL - CHALLIS - COTTONS & BLENDS
To resident men with show affiliations, or substantial following, all or part of these lucrative areas are available:

1. South West
2. Va., Carolina's
3. Ky., Tenn., Miss, Alabama
4. West Coast (Girls only)
5. Parts of Midwest

Complete territorial protection.

SLEEPTITE
183 Madison Avenue New York 16, N.Y.

N. & S. Dak. - Nebr.
Misses - Jrs. Pants and Coordinated Tops
Kath business in terr. Nat'l adv. line. Bear stock program. N. Y. Show-room. Pension plan. Must be carried exclusively. Write full details
M. Silberberg, Jr. - Vice Pres. Sales
JACK WINTER INC.
100 N. Milwaukee St. Milwaukee 2, Wisconsin

COSTUME JEWELRY
Profit sharing plan for top costume jewelry salesmen.
We offer a well accepted line of costume jewelry to salesmen with established territories in the South East and South Central states. Submit full background in first letter showing sales figures, area and type stores covered.

LEAVY & DORN
1001-11 Chestnut Street Philadelphia 7, Pa.

CHILDREN'S SWEATERS AND SWEATSHIRTS
This is a rare opportunity for a leading man to represent a leading manufacturer in established territory.
WESTERN PENNSYLVANIA & W. VIRGINIA
We are looking for a top man who is seeking that once in a lifetime opportunity. Write details for personal interview in territory in Norman Wertheim.

CLAUDE SWEATERS CO., INC.
201 West 10th St., New York 11, N. Y.

LADIES' BELTS
Top Line \$4.00 Retailers
Full Territorial Rights - 10% Com.
We have openings for:
1. Tex., Ohio, Ark., La.
2. Illinois

FRANK SPEYER & CO., INC.
44 West 22 Street
New York 11, N. Y.

ROBES - DUSTERS
Nationally known line needs live wire resident man in following territories:

1. Ohio, Mich., Ind.
2. Ill., Wis., Minn.
3. Mo., Kans., Neb., Iowa
4. Va., N. Car., E. Car., Ga., Fla.
5. W. Va., Ky., Tenn., Ala., Miss., La.

Replics Conf. to Sales Mgr.
MORRIS ROBES, INC.
152 West Ave., N. Y. C.

THE
NAWCAS

RETAILER

Vol 2—No. 3

December 1961—January 1962

Forecasts Show Record Year For Business Expected In 1962

"Do-It-Yourself" Public Relations

By Louis Rothchild
Executive Director
National Association of Retail
Clothing and Furnishers

Retail men's wear merchants realize the importance of a good public and community relations job in their trade area, but often find it difficult to carry out such a job on their own. This was the problem faced some months ago by the National Association of Retail Clothing and Furnishers.

Being an association of some 2700 men's and boys' wear retailers, they realized the need for a "grass roots" campaign on the part of each merchant to sell the story of the importance of proper dress, and at the same time sell his store to the people of the community.

Spearheaded by a progressive merchant, Larry Nathan, President of Bruce Hunt, Inc., Washington, D. C., the Association prepared and made available free to its members, an 8-page pamphlet which outlines advice, information and a suggested speech that members might make before school groups, civic organizations, and other types of interested consumer groups.

(Continued on pg. 3, Col. 2)

IRS Will Tax Stores' "Push Money"

The regional offices of the Internal Revenue Service are checking retail stores to determine whether retailers are handling push money payments properly for federal income tax purposes. In cases where a manufacturer makes payments of push money to stores for repayment to employees, the Internal Revenue Service takes the position that such payments are subject to federal withholding tax. Failure on the part of stores to make such withholdings may result in the tax liability being imposed on the retailer.



Left to right: Fred Tempesta, Entertainment Chairman; Mrs. Eunice Gibson; and W. M. Sanborn, outgoing President of Fashion Exhibitors of America.



Louis Rothchild

The Changing Attitudes Of The Modern Woman

As a customer, the needs of today's "new woman" are governed by a growing sense of security — financial, emotional, mental and spiritual security for herself and for her family. And, the way in which retailers satisfy these needs in the immediate future will separate the "men from the boys" in retailing, according to Mary Merryfield, Chicago Tribune columnist and nationally-known radio personality.

In a luncheon address before the Chicago Retail Merchants Association Personnel Group on September 20th, Mrs. Merryfield reported on results of numerous tape-recorder depth interviews she conducted recently among women of various ages, including teens, co-eds, career girls and homemakers with growing children. Here are the highlights of her findings.

"Today's woman, especially the mother of growing children, is becoming more home-centered than ever before. But, instead of being just a housewife, she's

(Continued on pg. 7, Col. 2)

Pride and Teamwork Lead To Success

Editor's Note: The following is taken from an address by Mr. Alfred C. Thompson, Executive Vice President, Miller & Rhoads, Inc., Richmond, Va., and President, National Retail Merchants Association.

By Alfred C. Thompson

Today owners and top management executives should and must recognize the importance of people as individuals and how to train or harness individuals into team work.

Every person in our organization, whether he be large or small is important, or should be. Some are leaders. Some are creative. Some are expeditors. Some are dependable workers. Some should not be on the payroll—we can no longer afford the marginal worker.

Promote Teamwork

It is our job to understand these people and see that they have an opportunity to function at the top level of their ability. Every organization

(Continued on pg. 2, Col. 5)

You Can Make 1962 Your Record Year

By Marshall J. Mantler
Executive Director, NAWCAS



Marshall J. Mantler

NAWCAS markets in early 1962 will reflect the growing economic optimism. Never before has such a large and varied assortment of ready-to-wear been assembled. Opportunities have never been better for selecting the right merchandise for your store.

But there's another certainty for 1962. Competition will be keener, sharper than ever before. Retailers will fight more aggressively for a larger share of the consumer's dollar.

Improvement Necessary

The promise of record prosperity is not in itself a guarantee of record sales for a specific store.

The store that breaks all previous records in 1962 will be improvement conscious. This store will demand of itself answers to questions such as:

"Are we buying merchandise that is right for the clientele we want to attract?"

"What are we going to do to improve personal salesmanship?"

"Advertising?"

"What about inventory control? How are we going to avoid being caught with too much merchandise at season's end?"

"What improvements are we going to make in store appearance and arrangement?" "When did we last take an unbiased look at our store?"

1962 can be your record year. But it's up to you. Why not set some big goals for yourself and then work to make them come true?

Clothing racks are moved out onto the asphalt apron that is usually utilized for free parking. Customers can browse to their heart's content without feeling that they should leave because they're not particularly interested in buying anything.

(Continued on pg. 3, Col. 4)

'Parking Lot Sales' Spell Profits For California Retailer

By Bill French

According to Bill Sutton, owner of four Busy Bea Teen Town stores, every promotional sale needs a gimmick if it's to function at its maximum effectiveness. The gimmick he has developed for his Santa Cruz, Calif.,

store is "Parking Lot Sales." This

idea is not original with Bill, but he has adapted it most successfully to his Santa Cruz store. In these promotional sales he has wisely made the most of the location of the store, the climate of Santa Cruz and the curiosity of the female shopper.

Location Exploited

The Santa Cruz store is located in the downtown area, but it is not on the main street. The Teen Town faces one of the city's main parking lots. Backing one of the main street businesses, the Busy Bea is fronted by an asphalt apron that allows customers to park without donating their money to the city's parking meters. This is a boon to the merchant who believes that the longer a customer browses, the higher will be the sales.

Busy Bea's Parking Lot Sales are just what the name implies.

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(Continued on pg. 3, Col. 4)

Fixed Expenses Are Not Truly Fixed

Smaller stores can cut their costs of operation by checking more carefully into their fixed expenses. Although these expenses are fixed, money can be saved by the re-evaluation of insurance costs, maintenance costs, rent (through reduced taxation) and consolidation costs.

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(Continued on page 5, col. 5)

THE MAWCAS RETAILER

Published Quarterly
By the National Association of Women's and Children's Apparel Salesmen, Inc.
Send notices of change of address to
764 Rensselaer Building, Atlanta 3, Georgia

Devoted Exclusively to Better Apparel Retailing

MARSHALL J. MANTLER, Managing Editor and Director
LEA RIVEL, Editor

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Basic Stock Control For Small Stores

By Daniel J. James
Professor of Marketing
University of Arkansas

DEFINITIONS

An understanding of retailing terms is essential to any discussion of stock control. Here are some of the most common terms:

• **Gross Margin:** A figure derived by subtracting the cost of merchandise sold from the income derived from net sales (total gross sales minus returns and allowances). Remember, the price at which an item is sold may not always be the price at which it was initially offered. Thus, gross margin is the difference between the actual selling price and the cost of the merchandise. It is expressed as a percentage of net sales.

• **Stockturn:** The rate at which the average amount of stock on hand is sold. Stockturn shows the number of times during a period (usually a year) that the average inventory is sold. Stockturn may be determined by dividing the net sales for the period by the average inventory (at retail prices) for that period. To illustrate: If your net sales for the year were \$100,000, and your average inventory at retail (beginning inventory on January 1 plus 12 monthly ending inventories, divided by 13) was \$40,000, your stockturn was 4 times. This means your average inventory was sold every 3 months or 90 days. In terms of cost figures, the rate of stockturn can be determined by dividing the total cost of goods sold for the period by average merchandise inventory at cost.

• **Markup:** The amount which is added to the cost to obtain the selling price. Markup may be expressed as a percentage of the selling price or in terms of dollars and cents. Thus, if an item costs \$2.00 and is marked-up to \$3.00, the markup is 50 percent or 50¢. (An older method of figuring markup expressed the amount as a percentage of the cost of merchandise.)

• **Markdown:** The difference between the last retail price and the proposed lower or actual selling price. Markdowns are expressed as a percentage of net sales.

out" items.

WHAT STOCK CONTROL WILL DO FOR YOU

Adequate records help you to maintain well-balanced stocks which will satisfy customer wants, bring you greater profits, make buying more effective, and decrease the investment in inventory by insuring a more rapid stock turnover. Although stock records alone will not achieve these objectives, a careful analysis and interpretation of the information they provide will prove a valuable aid in buying. Business men never have satisfactorily managed their businesses without them. They are a tool, not an end in themselves.

The small retailer who is handicapped by a shortage of capital must make sure that every dollar invested does its share toward returning greater profits. Increased sales and decreased markdowns mean increased gross margins. Thus, if expenses stay constant—or only increase proportionately—profits will also increase.

Stock records can serve as a guide for forecasting sales. They provide information on such subjects as the quality, quantity, and style of items sold in previous periods. This information is valuable in planning purchases during the current year. It will also aid you in knowing when to build up stocks and when to lower them so that when customer demand is low, stock on hand will also be at a minimum. In this way you can realize savings in taxes, insurance costs, interest, and space occupied.

As slow-selling items are eliminated with the help of adequate stock-control records, the selling job will become easier and an understanding of the important relationship between stock control and profits will be developed.

WHAT STOCK CONTROL WON'T DO

Stock-control records will not make sound business decisions for you. To the records you must add your own knowledge, experience, and judgment. Moreover, record systems will not keep themselves up to date; any control device must be appraised frequently as to its current value in furnishing reliable information when needed. An adequate stock-control system, unaided, may be inadequate because merchandising by its very nature is constantly changing. As you must adapt

Letters To The Editor

Dear Mr. Mantler:

Just a note to let you know how much I enjoy reading the MAWCAS RETAILER. I think you have some very interesting articles and information. I have a very small shop in northern Wisconsin, have been in the business ten years and realize there is still a great deal to learn.

Sincerely,

E. G.

Dear Mr. Mantler:

I find your paper quite interesting and appreciate receiving my copy. I would like to offer some comments on the feature article "Discounters Competitive Threat to Small Retailer Survival."

You suggest that the retailer be more competitive. I feel that discount houses have to have merchandise to stay in business, and when a merchant finds that one of his best lines is being sold at a discount house, he is naturally disgruntled.

The manufacturer is trying to have his cake and eat it too. He wants the independent to hold the prime line, give additional services and be loyal to the line. If he expects loyalty from the merchant, then he should keep his product away from the discount operator and see that the independent gets the service he would appreciate if the situation were reversed.

A statement from the company that they do not sell to discount houses would be a welcome one indeed. The association of manufacturers could certainly agree not to sell to the same goods to discount houses.

Cordially,

M. W.

Dear Mr. Mantler:

I feel confident that your paper will be of great help to all small retailers. I believe it is a paper every storekeeper should subscribe to.

Would like to see a Question and Answer column, similar to the one now in Ladies Wear, giving hints and ideas carried out successfully in other cities in various parts of the country.

Sincerely,

A. S.

DETERMINING BASIC OR NEVER-OUT ITEMS

Every retailer should ask himself, "What do my customers want that I should always have in stock?" This is important in every type of retail store. A men's clothing store, for example, must always have on hand a supply of white dress shirts in the most popular sizes. A store selling ladies' ready-to-wear should always have on hand nylon hose in several basic shades and in the principal sizes assortments. For any of these retailers to be out of stock of any of these basic items is to run the risk not only of losing a single sale but also of losing a customer.

If the men's clothing store, however, does not have a silk top hat, or the ladies' ready-to-wear shop does not have on hand a pink nylon tulle evening gown, —each may, to be sure, lose an opportunity to make a sale, but there is little risk of earning a reputation for being perennially out of basic items. Although the actual percentage varies with the type of store, basic items may account for as much as 75 percent of the entire sales volume.

These standard items are the ones which customers feel they

(Continued on page 3, col. 1)

Financing Accounts Receivable

By Arthur Hess

1st National Bank of New York

1. What is meant specifically by the financing of accounts receivable?

The financing involves the assignment of the accounts receivable by the retailer to the commercial bank in accordance with a prescribed and detailed documented plan of procedure. The assignment may involve one of two basic types of arrangements — (a) a continuing arrangement by which all receivables generated are periodically assigned to the commercial bank; or (b) a one-shot assignment involving all receivables outstanding on a given date which is generally at the end of a store's accounting period (usually fiscal year) and is undertaken for tax benefit purposes.

2. Is there more than one method of financing under the arrangements just discussed?

Yes. Basically there are two methods, (1) a loan arrangement and (2) a purchase arrangement.

3. How do the two methods practically differ?

The two are very much alike in operation; however, the loan arrangement carries with it the responsibility of full recourse to the retail establishment, whereas the purchase arrangement is one of limited recourse or no recourse.

4. Which arrangement, therefore, do retail establishments usually prefer?

The answer is obvious, for it would be the purchase arrangement which involves limited recourse or no recourse.

5. What is the effect of each arrangement upon the retail establishment's financial statement?

Under both arrangements a more liquid asset would be obtained from a less liquid asset, namely, cash (i. e., an increase in bank balances) as a replacement for the accounts receivable which have been assigned. Under a loan arrangement there would, however, be an offsetting liability for the amount which the bank has advanced. Under a purchase arrangement, there would be no offsetting liability; consequently, the financial statement would present a better picture. It is basically for this reason that retail establishments prefer the purchase arrangement.

6. Aside from the factors which involve the balance sheet, what other benefits accrue to the retailer?

The retailer will experience an acceleration in circular flow of current assets. By eliminating the waiting period for payment by the customer, the retailer rapidly receives liquid funds from the commercial bank through the assignment of the customers' contracts and the relative balances outstanding thereunder. The funds received are used in turn by the retailer for the taking of discount on payables generated through the replenishment of stock room shelves and merchandise displayed on the sales floor. I think that you will also recognize the potential income permissible under many state laws is rather liberal, with specific reference being given to the revolving type of charge on the unpaid balance. Comparable service charges usually do not exist for sales made under a deferred-payment account involving a conditional sales contract or a chattel mortgage. The benefit to the retailer is the spread in

(Continued on page 7 Col. 1)

Pride And Teamwork

(Continued from page 1)

ization is better equipped to lick its merchandise and service problems if the group works together as a team. Our primary job is to create an atmosphere of good morale and understanding which will make teamwork possible.

We must meet the challenge of communication in our organizations — of letting people know when they do well, not only the person doing the job, but all those who have supported him and made it possible for him to do the job. We should work hard in getting across to our people what is expected of them, what their job is. Don't leave it to chance or occasional conversation. This is a big failure of management.

Instill Pride

We should attempt to establish and maintain a feeling of pride at all levels or organization, pride in the individual, in his job performance, in his associates; pride in the sense of being wanted, of belonging; and pride in working for the best "boss" and the best store or company in his community.

Such pride will make a person do a better job tomorrow than he thinks he can do today.

It can be done. First, get your own house in order. Then pick out your strongest competitors and go to work on them. Do this armed with the pride of year past. This pride in their own performance will not let them tolerate being second best to anyone.

New Course For Bridal Consultants Now Ready

The National Bridal Service of Atlanta, Georgia, has just announced that the long-awaited Home Study Course for Bridal Consultants in the fashion field is now ready. This new course is an adaptation of the famous "Standard of Excellence" Home Study Course for Bridal Consultants serving the Jewelry and Specialty store market. The new course has been tailored especially for stores catering to the fashion or apparel end of the Wedding Market, and is also offered on a full money back guarantee of satisfaction.

In making the announcement, Jerry Connor, President of National Bridal Service, stated that "During the years since 1934, when we brought out the original 'Standard of Excellence' Home Study Course for Social Bridal

Consultants, we have had countless requests from the Fashion, Florist, Furniture and Motel Industry, to produce a program of education keyed for those particular industries.

"This new course which shall be known as the NBS 'Standard of Excellence' Home Study Course for Fashion Bridal Consultants, is the first step toward answering this very great demand. It will consist of ten study assignments including the final examination, and at its successful conclusion, the title of 'Registered Bridal Consultant' will be awarded, accompanied by a beautiful Belgian Parchment Certificate."

Mr. Connor further stated that "Students of the new course will find it highly inspirational as it has been tailored not only to

(Continued on page 3, col. 3)



Clothing racks are moved outside for the Parking Lot Sales at Busy Bee Teen Town, Santa Cruz, California. Customers can thus browse to their hearts' content.

Good Headlines Create Interest

Advertising authorities agree that a good headline is vital to the success of an advertisement. Since the headline attracts attention and creates interest by revealing the gist of the copy, it is essential that the headline be given the same careful attention as the copy. The fundamental rules for the writing of good headlines have been formulated as follows:

1. First and foremost, and above all else, try to get self-interest into every headline you write. Make your headline suggest to the reader that there is something he wants. This rule is so fundamental that it would seem obvious. Yet the rule is violated every day by scores of copywriters.

2. If you have news, such as a new product, or a new use of an old product, be sure to get that news into your headline in a big way.

3. Avoid headlines which are merely curiosity headlines. Curiosity combined with news or self-interest is an excellent aid to the pulling power of your headline. But curiosity itself is seldom enough. This fundamental rule is violated more than any other. Every issue of every magazine and newspaper contains headlines which attempt to sell the reader through curiosity and curiosity alone.

4. Avoid, when possible, headlines which point the gloomy or negative side of the picture. Take the cheerful, positive angle.

5. Try to suggest in your headline that here is a quick and easy way for the reader to get what he wants.

How Effective Is Your Advertising?

To check the effectiveness of your advertising: (1) check the advertisements prior to their insertion in chosen media — the pre-check, and (2) check results produced by the insertion of the advertisements in particular media — the after check.

Pre-Check

1. Has the advertisement maximum attention value?
2. Is it "in character" for the store it represents?
3. Does it dramatize the offer? This point includes the appeal to the reader's emotions.
4. Does it satisfy the sense of value of the prospective purchaser? This point could be elaborated to ask: Does it give conviction that price is right, that quality is good, that the merchandise will be beneficial and useful?
5. Does it inspire confidence in the advertiser?
6. Have necessary details as to

size, color, style, price, address, phone, store hours time of sale, free parking, etc. been included?

? Has it a selling "hook" or unusual inducement for direct action?

After Check

Sales results should be ascertained and compared with those expected, not only for the particular item but for the entire store. The greater the attention given to advertising results in relationship to the advertising program, the more productive will be subsequent efforts.

Public Relations

(Continued from page 1)

Excellent Response

The realization of the importance of community relations, prompted the progressive merchants of NAWCAF to act, and through a combined effort on their part, NAWCAF made available as a service to its members still another "tool" for use in advancing the cause of men's wear retailing in this prepared outline for guidance in carrying out an active public and community relations campaign. The effort was both worthwhile and rewarding, as indicated by merchants' reaction to the success of the presentation in their communities, and the continuing requests from retailers, both large and small, all over the country, for copies of the mimeographed form.

An example of the success of such a public and community relations job right in the retailers' own "back yard" can best be pointed out by the over seventy-five appearances that Nathan and his associates have made since the program was first initiated, and the continued demand for this presentation by interested groups at a rate of close to ten per month. A merchant who realizes the need for good community relations, al-



The Houth Sea Island motif of the Busy Bee is even carried through at the register counter. The decor creates a casual atmosphere that has a strong appeal for young shoppers.

so realize that it is a time-consuming task, but one that will bring great satisfaction both in making the people of your community aware of the significance of proper dress, and the resulting increase in your sales volume.

To give you some idea of the type of presentation we've prepared, the following five paragraphs are taken from the actual prepared outline.

"Dressing well and properly is an art on which the average man should have professional assistance. That professional assistance does not cost you anything and is available in your own community at any of the many fine stores selling men's wear. Where you should buy your clothes is entirely your decision. There are all kinds of good places. You can go to department stores, to chain stores, to specialty stores. You know that you get basically what you pay for whether you buy clothes, hardware, jewelry or a cemetery lot. The important thing is to pick out a store which has a reputation and integrity, that

'Parking Lot Sales' Spell Profits For California Retailer

(Continued from page 1)

Off Beat Impresses

In commenting on his successful sales, Bill said, "Today's newspapers advertise so many sales that readers are seldom impressed by an ad alone. However, if you stage a promotion that is off beat, the customers who do come will be impressed enough to talk about it to their friends, especially if, they, at the same time, are offered unique fashions. Then the next time a similar event is presented the public response will be even more worthwhile."

Eeds Business Slump

Holding a sale in a parking lot or on the sidewalk has an advantage climate wise. Santa Cruz is a coastal resort town. The climate is very temperate; however, there are several weeks in the summer when the temperature

does climb. While the length of the hot spell is not long enough to warrant the installation of an air conditioner, it does affect the store's business. People come in, buy just what they need, and leave. They spend no time browsing and so impulse sales are nil. To add to the problem, the town is packed with tourists at this time. The parking lot sales overcome this heat wave business slump.

Brings More Customers

There is another strong advantage to the parking lot sale. As the Busy Bee faces one of Santa Cruz's largest public parking lots, there is promotional value in holding a sale in front of the store. A large percentage of the cars parked in the 111 spaces of the lot contain women. Each one of these women is exposed to the sale.

Busy Bee's parking lot sale also brings many customers into the store. Although the sales are not limited to teenage merchandise, the store is really directed to the teenager. The decor of the store is south sea island, which has a strong appeal for young shoppers. Woven grass mats, tapa cloth and palm tree trim help create the casual atmosphere.

The parking lot sales have proved to be effective off beat promotions. Promotions that will triple Bill's business over a normal Saturday. Promotions which, even when the merchandise has to be moved inside because of rain, will increase sales from 20 to 40 per cent. By using a promotion with a gimmick, Bill Sutton has created a sale that is dynamic—dynamic that is blowing profits into the tills of the Busy Bee Teen Town.

the cost of living since World War II had gone up 20%, while men's apparel had only gone up 11%. Fabrics are better today, longer wearing than ever before and lighter in weight and more comfortable. In many instances, this is due to the blending of natural and synthetic man-made fibers.

"Men's clothing is a commodity whose intrinsic value is hidden. It takes an expert to tell the value of a garment by looking at it and even an expert must rip the lining and see how the coat is made on the inside. This is another reason why you should look for responsibility in the selection of your apparel consultant. It is quite possible for the same fabric to be in a fifty-five dollar suit and in one at one hundred and twenty-five dollars. And each may be a fair value at the price, because the difference is in the make, the cutting, the interior materials, the styling and the sewing. In the low priced clothing factories, the garments are cut in great piles or layers of material by the hundred. In the extreme each suit is cut separately. In one, there is no hand sewing, few pressings and processings. In the other, much of the inner felling is done by hand and there is a separate pressing or processing for each of the hundreds of steps necessary in the making of a man's suit. It is no longer a great trade secret that all stores pay substantially the same wholesale costs for the same quality garment and that all stores add on the same modest percentage of mark-up to cover costs of doing business and profit.

"A word or two about what it will cost you to be well dressed. Again, like in everything else, you get what you pay for. Price in a reputable store is a guide to value. Price alone may not mean long wear. For example, a luxury cashmere suit which would sell for nearly two hundred dollars is a delightful garment to behold, to feel and to wear. But it is essentially a very soft fabric and has to be babied. It will not wear as long as a seventy-five dollar worsted suit. But if you happen to have one or two oil wells, they are cheap at the price.

"Men's clothes are one of the best investments available today and have resisted the inflationary influences better than most commodities or services. The United States Government Cost of Living Index shows that in April of 1960

(Continued on page 5, col. 5)

JUST PUBLISHED "TWENTY ORIGINAL CONCEPTS IN ADVERTISING FOR APPAREL STORE ADAPTATION" by Friedlander. Careful, provocative response in apparel store advertising, cited by Kenneth C. Collins and James H. Smith of *Women's Wear Daily* for originality and imagination... fresh ideas that will help you project an image of prestige, dramatic eye-catching merchandise... ads to run for Spring, Easter, Mother's Day, Christmas, Anniversary, Back-to-school, Graduation, Brides, etc. A MUST for every retailer. Order your copy now! Soft-bound, 60 pp. Actual concepts as "Twenty Original Concepts in Advertising." Representative: **Barger Mackay's Ad Director, "Unusual"** Sales Director leading N.Y. buying office "Extremely well written" Ad Director leading manufacturer.

Mail to: Linden's Vogue - Box 1147 - Daytona Beach, Fla.
☐ Bill firm ☐ I enclose _____
 Name and address: _____

RECORDS MANAGEMENT IN SMALLER STORES

By Robert A. Shiff, President, and Arthur Barcan, Vice President, The National Records Management Council, New York, New York

Proprietors of smaller stores may assume that records management is a high sounding and expensive program that applies only to a mammoth department store, a chain of large establishments, or a huge retail enterprise. Nothing could be further from the facts.

Records management simply means control over all your paperwork, the invoices you receive, the sales slips you write up, your correspondence with customers and suppliers, the records you keep for your employees and the records you keep for tax and similar purposes. In any clerical operation there is the possibility of error and inefficiency. Larger enterprises can absorb the effects of mistakes better than the smaller establishment, because the dollar they lose in one way can more easily be made up in another. However, when small amounts can spell the difference between profit and loss, it is extravagant to huddle along with poor records management.

WHAT RECORDS MANAGEMENT CAN DO FOR YOU

Records management is an objective, scientific approach to the problem of reducing error and boosting efficiency in paperwork. By applying its principles and procedures to your operations, you place your reliance on known facts and tested techniques rather than on that uncertain approach known as "operating by the seat of your pants."

Records management has two targets: Cutting errors to a minimum, and improving the efficiency of all paperwork operations. When you aim at these goals, you can reap these positive benefits:

- (1) You save money because each dollar you spend on paperwork goes further and lasts longer.
- (2) You save money by purchasing fewer pieces of equipment, such as filing cabinets, and by eliminating much of your equipment from expensive office space.
- (3) You reduce the overall amount of paperwork by eliminating needless operations and streamlining the necessary ones.
- (4) You improve the accuracy and efficiency of your office forces.
- (5) You cut down the number of galleys assigned to paperwork operations.
- (6) You reduce the amount of time you spend supervising paperwork operations.
- (7) Each record that you do create, process and keep meets definite standards and is easier to use.

COMMON SENSE PLUS

Specifically, records management means that you control the life span of every document from the time that it is first created, through the various stages in its processing, right down to its final disposition in your files or in a waste paper basket. This, you might assert, is nothing more than common sense. You would be partly right. Records management is grounded in common sense—common sense plus the scientific method. Common sense would indicate, of course, that you manage your paperwork so that you are not "swamped under." But beyond that, where do you begin? Precisely what do you do? At what targets do you aim? What results should you expect?

This is where the science comes in. The idea of subjecting paperwork to scientific scrutiny is comparatively new. During the past 50 years, technological advances have yielded many improved machines by the office. However, when office procedures become mechanized, documents are produced more accurately and far

work. In this area particularly, the smaller store is in a fortunate position in its efforts to cut down duplicate operations on the same piece of paper. Usually, the smaller establishment keeps the type of records that lend themselves to simplified handling. Moreover, the size of the enterprise is such that the owner or chief operating executive can have personal knowledge of the kinds of operations performed. At the start, a careful analysis of the store's problems should be made (by competent employees or by outside assistance) in order to eliminate unnecessary duplications. There are several examples which will serve to outline ways in which your procedures might be streamlined.

Year Billing Procedure: Customers' sales slips, filed vertically, can be used as the only record of customers' accounts. The slips, totalled once a month or posted immediately to the monthly statement and totalled at the end of the month, are adequate to serve most needs of a retailer. A duplicate statement preprinted "Overdue" can be held in the customer's account until it is paid or until it is used as a past-due statement. Credit slips can be filed in the vertical file just as the sales slips are.

Accounts Payable Procedure: You can use the vendor's invoice as a voucher. Attach a copy of the check to the invoice for the accounts payable file arranged by vendor. Remember, too, that there are office machines available which will write checks and—at the same time and in the same operation—do either of two other things: (1) post each check to a separate listing of all checks, or (2) post each check to a listing showing the distribution of costs.

Inventory Control: A perpetual inventory file, visible or visible, can be streamlined by entering only the key items. Alternate methods: write up only multiple units such as dozens, gross, or hundreds of individual items.

Personnel Records: Keep a single vertical or visible card file by employee names, containing the date of employment, wage or salary rate, dates of promotions or wage increases and similar work data. Except for tax withholding forms, this simple record will satisfy all the Federal requirements regarding personnel records.

Correspondence: A file is an aid to memory or a signal for action. If neither is required, the filing of any correspondence is likewise unnecessary. For instance, think of the kind of data you get over the telephone. Do you usually dictate a memo and file it? Of course not. Neither should the same kind of information be filed even when it is down in black and white in a piece of correspondence.

Test your correspondence against this criterion and you will not be tempted to file routine inquiries, comments, or information of a purely temporary nature. Moreover, you will not file copies of form or pattern letters. If you feel the need for recording the fact that you sent a form letter, note it on the original letter or on the master card.

Another device for keeping correspondence out of the files is having them divided into these categories: (1) A 30-day file—set aside letters that require prompt action or follow-up but will not be needed in the current month after you complete the matter. This is an excellent transition between "no filing" and standard filing methods. It will condition you to disposing more readily of material that has no permanent value to your business. (2) A 11-month file—use this for non-

Profitable Buying For Small Retailers

By Harry A. Lipson
Professor of Marketing, University of Alabama
and Retail Management Consultant

The first moves in buying a profitable assortment are (1) to find out just what price lines will best suit the wishes and pocketbooks of your customers, and (2) to limit the number of price lines.

The purpose in restricting the number of price lines is entirely practical. At every price at which goods are offered, you need a sufficient variety of items to satisfy reasonable demand. For example, when size is significant, as in the case of a pair of shoes, there must be an adequate range of sizes of-



Dr. Harry A. Lipson

policy correspondence needed for action or follow-up throughout the current year. (3) A permanent file—keep in this category correspondence by you and your chief executives, but only that correspondence which establishes policies and plans or which materially affects personnel and operation. (4) An indefinite file—keep in this category correspondence amplifying such matters as leases, contracts, and legal agreements, which should be retained as long as the basic documents are retained.

KEY POINTS

If you are aware of your paperwork problems and make a conscientious effort to operate according to established standards rather than guesswork, you can expect to reap considerable benefits. Typical of the results that you can obtain are:

- Elimination of about one-third of the records currently in your files.
- A reduction of from 40 to 60 percent in your paperwork costs.
- A decrease in your equipment needs and purchase.
- Reduction of your clerical workload.

Because records management results in so many advantages, enthusiasm for reform of a records system usually runs high when the program is first begun. It is difficult, however, to maintain enthusiasm at a high pitch. The success of your records program, therefore, depends more upon your determination to make a day-in-day-out effort than upon occasional spurts of zeal.

One method of maintaining paperwork efficiency at a high level is to make sure that your records are continually being transferred from active files to storage, and then to destruction, according to a specific schedule that you establish.

Another device is to review your system at regular intervals. These periodic checks are an excellent means for keeping your system from bogging down in inertia or apathy.

fered at each price or you lose sales. The same rule applies with respect to styles, colors, brands, and materials, when these factors are essential.

In small stores it is usually not possible to provide varied assortments at very many different price lines and still realize a satisfactory turnover. The need for a few well-chosen lines is especially urgent in buying shopping goods. Here customers want to inspect a wide choice of articles at each price. Therefore, to buy a profitable assortment, you have to study your customers and their buying habits in order to determine the most acceptable prices. Then purchase your stock tailored to that schedule.

One small dress shop found that the strongest price lines were \$22.95, \$35.00, and \$49.50. These were above the range of most of the dress shops in the community. Three different dress lines were carried at each of these prices and only a few dresses were retailed at prices above or below the three major ones. Buying was done to support sales distributed by price line as follows: Low price line, 45 per cent; middle line, 35 per cent; and high price line, 20 per cent.

Control What You Buy
Fundamentally there are two types of buying control: Control in dollars and control in physical units. Dollar control is obtained by restricting the amount of money to be invested in merchandise. Unit control is accomplished in terms of individual items or pieces of merchandise. Thus, dollar control tells how much; unit control goes further and tells how much of what.

It is worth noting that sales records are not the whole answer to the control of buying. For one thing, they do not result in the accomplishment of predetermined goals without any further attention from the store operator. For another thing, sales records are only an aid to judgment; they must frequently be reviewed to make sure they are still valid guides to future action. Intelligently used, however, historical sales figures are of considerable value in improving buying practices.

Dollar Buying Control. This approach has the advantage of simplicity and economy. It involves keeping records indicating in dollars the amount of stock on hand and the limits on quantities to be carried. Many retailers believe that these records should be especially designed to provide all information in terms of retail prices. This method of control usually takes the form of departmental control, because buying problems vary by department. Hence records are kept by departments on such figures as sales, gross margins, inventories, rates of stock turn, mark ups, mark downs, returns to vendors, and returns by customers. Knowing these facts, buying can be done much more shrewdly.

Dollar control may be operated through a periodic inventory system which is practical for smaller stores. With it no record is kept of sales at the time of sale. Instead, information as to buying (Continued on pg. 5, col. 2)

Basic Stock Control

(Continued from page 3)
have a right to expect the store to have on hand sufficient stock. Taken together, these make up the backbone of your retail operation. Although you will certainly carry other merchandise, too, you should consider this other merchandise mainly as a source of supplementary sales. However, you should pattern your buying on as to have a constant supply of your never-out items, comprising, of course, that these basic items may change from season to season, and that you must adapt your merchandise offerings accordingly.

From a point of view, it is just as wise for you to be overstocked in unwanted sizes and colors, as it is to be understocked in items which are necessary for your type of business. It is paramount, therefore, for you to know accurately both what constitutes these basic items and also what comprises a balanced assortment.

There are questions not only of what to order, but when and how much to order. Such questions cannot be answered without adequate stock-control records.

SUPPLY FACTORS AFFECTING BASIC ITEMS

Once you have developed your list of basic items, you must take into consideration the various external factors which influence your ability to insure that you have on hand a constant supply of these goods. The six main factors are:

(1) Some never-out items are associated in nature; that is, during a particular season a retailer cannot afford to be out of stock.

(2) Delivery time from point of origin to the retailer's store directly affects the minimum quantity to which stock levels can be reduced before re-ordering. Clearly, if goods can regularly be received by parcel post in 3 days, the minimum stock level can be set lower than if some slower means of transportation were used.

(3) Delivery delays must also be taken into consideration in deciding how often and how much to order. For instance, some industries have annual, company-wide holiday and vacation periods during which no goods are shipped. Customers who buy basic items from such a supplier should anticipate this delay and backorder the merchandise in time to assure a constant stock. It should be remembered, too, that other merchants will be following the same practices which may cause even further delays.

(4) Transportation delays may be caused by accidents, strikes, or natural disasters (floods, wind storms, earthquakes). Such difficulties are sometimes worth considering in deciding whether to increase the size of an order or to use several suppliers.

(5) The promptness of a supplier in filling a retailer's order is strongly influenced by the number of orders the supplier receives at any one time. Volume may, for example, be seasonal in nature and cause a retailer to wait longer

at one time than at another. Such contingencies must be taken into account in inventory planning.

(6) Sales promotion may considerably increase the demand for a basic item. It may originate with the retailer or it may be sponsored nationwide by a manufacturer. In either event, the retailer must anticipate the increased demand which may be caused by the success of the promotion. It may be to his advantage to anticipate also the ordering schedule of other retailers participating in a national promotion and to order ahead of the date when he expects their orders to flood the manufacturer's shipping office.

SUMMARY

In any small retailing business the basic functions are buying and selling merchandise at a profit. All other activities are carried on in order to facilitate the efficient performance of these functions. Simple, yet adequate stock-control records are an absolute necessity if you are to maintain well-balanced inventories. Only in this way can you buy effectively, meet customer demand, earn a profit, and reduce your investment in merchandise through a rapid stock turnover. But stock control is not an end in itself—rather it is a means to an end. Records alone will not assure a healthy business; they can never be substituted for sound judgment and imagination. A simple stock-control system to aid the small retailer in maintaining an adequate supply of basic or "never-out" items is explained in this article.

Profitable Buying

(Continued from page 4)
needs is obtained by an actual count of stock on hand. Then the units are multiplied by their respective dollar values to convert the count into financial worth. Sales figures for a given period are obtained as follows: opening inventory plus purchases minus closing inventory (obtained by actual count) equals sales. The figure called "sales" actually includes shortages as well, but replacements for these still have to be bought.

Unit Buying Control. This approach calls for the maintenance of records in terms of actual units, and shows what types, sizes, styles, prices, colors, and so on of merchandise have been selling well. Such information provides a good basis for checking up on whether you bought the most profitable kinds of merchandise.

Unit control reveals best sellers, slow sellers, time-to-buy, or balanced or unbalanced stocks. It can help in planning special sales. It also gives the age of your inventory if the price tickets show the coded date of receipt of each piece of merchandise.

There are two unit systems: Control stemming from sales analysis, and control stemming from inventory analysis. In the first system sales are recorded on slips, cash register stubs, tickets,

punch cards, or other types of original records. From the data thus obtained, the balance of each item on hand is calculated by subtracting sales from the previous quantities on hand and receipts. Control sheets or cards may be made to show the daily, weekly, or monthly needs for each item.

Inventory analysis is characterized by the fact that it is the sales which are calculated. Primary information is obtained by taking a physical inventory at regular intervals. Stocks are actually counted, and each new inventory figure is entered on the control record. Sales for each period are determined by subtracting the new inventory from the total of the old inventory and the goods bought and received during the period. Turnover for the period may also be calculated. The regularity of stock taking—at least monthly—is a "must."

Information Needed. The information that you decide to obtain will depend upon the particular needs of your store. But generally speaking, when you want to establish a system of unit control there are half a dozen steps which should always be taken.

First, make a complete list of the stock information that you want on in your buying operations. Second, select the methods by which you can collect these facts. Third, set up forms or records to provide regularly information of the type, and in the form wanted. Fourth, make an actual count to determine what items are in stock and the quantity of each; this furnishes a starting basis for your records and permits proper segregation of inventory. Fifth, mark on all goods the information you will want later (for instance, a date of receipt, style, price) for use in buying new stock; without markings most types of unit control are impossible. Sixth, train your sales people in the accurate recording of the information, keeping in mind the fact that no system of records is any better than its original entries, usually made by someone who is not the owner.

Interpretation of the resulting record is your job. It requires thinking, and is, of course, the most important part of the system. Up to this point you have merely a method of assembling figures. These figures need to be applied in future buying with judgment and imagination. But note: It is better to use a little information than to collect a lot and never be guided by it.

Improving Your Buying Methods. Using past experience, judgment of trends, and the controls you have established you can set up a logical buying plan. But logic doesn't always produce profits. Picking the particular goods to fit into your plan requires perception and experience. Nevertheless, there are techniques which can help to make your buying methods more profitable. Here are 10 of the main ones:

(1) **Stick to Year Plan.** Check off each item as ordered under its classification and price. In that way you will always know

The Small Retailer Must Change His Buying Habits

By Charles L. Jacobi

Little or nothing is being done by the average retail specialty shop to combat the promotions of the department and discount store. It must be admitted, that with the capitalization of the large store, they have a decided advantage by being in a position to go into the various wholesale markets with power buying and obtain merchandise at a discount, thereby placing themselves in a position to offer sales at supposed savings to their customers.

In many instances, these sales comprise merchandise manufactured particularly for sales purposes and is actually not presented to the public as such. A good proportion of these sales offered by the big fellows is over-cut merchandise, on which the manufacturer is only too happy to take a loss to get rid of his excess stock. Then once more, a good part of these sales comprise merchandise seconds, once more without the information being passed on to the customer. We must admit that in following the promotional ads of the large department stores that the average retailer is lead to believe that the merchandise in his store is of lesser quality and value.

Small Retailer Can Compete

When a retailer plans his buying to the end that he knows what the demand in his store has been over a period of time, then, he too can offer his customers the same deals that are found in the larger stores.

When the time of the year comes around that the public is accustomed to wait for sales, then, the smaller retailer can be in a position to participate in the off price purchases. ONLY, of course, if his planned previous purchases have been such as to place him in an open to buy position at sale time.

Saturation Buying Unprofitable

Too many storekeepers buy in such a manner that they have been "saturated," the result being naturally that they have no open to buy at important times of the selling season. Saturation buying may be the vogue with some manufacturers, to their exclusive benefit; however, in the long run, the law of averages will make it most unprofitable for the retailer.

The vagaries of the ready to wear business are such that no one buyer can predetermine at the commencement of a season what the "hot re-order" things will be. This is only brought out through practical selling at a dis-

count. What still needs to be bought. Even if the item you select does not become strikingly popular, the fact that it fills a recognized gap in your line strengthens its chances of reaching a profitable sales volume.

(2) **Look for Unique Selling Features.** Be careful about buying an item if it is just of a routine variety. Small stores often do better if they build their lines to emphasize features which set their goods apart from those of larger competitors.

Also, goods which duplicate merchandise you already have are seldom good buying risks. Each new item should provide a significant addition to the variety of your assortment.

(3) **Watch Prices Carefully.** Keep close track of the fairness of wholesale prices by figuring how much you could get for the items at retail. Then see if that cost and price relationship would provide an adequate margin. Remember, however, that the need to offer certain lines may force you to accept smaller margins in some cases.

(4) **Check the Terms of Sale.** Trade practice in this regard can be very important to small firms. Most manufacturers allow a prompt payment discount to their customers which often means the only difference between loss and profit. As a result, if buying is to be profitable, it must be kept (continued on pg. 7, col. 4)

advantage due to the fact that he can spend only so much of his inventory for a given period. If he permits himself to be "saturated" in his purchases from any one manufacturer in particular, then, he must suffer, because he does not have the money to buy the new and important things as they are produced as the season wears on.

Buy Through the Season

Of necessity, the modern method of operation of the small retailer is that at all times he must not be bought up. Thus, he will be in a position to buy new things all through the season. He then will be able to show his customers new things all the time. And, most important of all, he will place himself in a better position to compete with the big stores.

The time has come for the small retailer to change his buying habits. Work out your buying plans for a given period; purchase only part of that open to buy, and then as the season goes on, continuously fill in with new things. This method can only prove successful and most beneficial to all retailers.

Public Relations

(Continued from page 3)

"So it adds up to this: select the merchant in whom you think you will have confidence. Within the store, have your own pet clothing salesman and make him your consultant. Naturally, you will be to a degree guided by your budget and what you want. The store should suit your personality and vice versa.

"But being human, fundamentally you will want to improve your economic position, to be a success or even more successful. You will want to influence your wife, your prospective wife or somebody else's wife. You will want to feel at home on the job, course, in business, calling on customers, in the back yard or even watching a western on television. To accomplish these purposes, you will want to be dressed properly."

Copy Available

If our approach to the problem sounds interesting to you, and you feel that such a program should be instituted in your community, the National Association of Retail Clothiers and Furnishers would be glad to send you a copy of the complete outline. Then it will be up to you as a progressive men's wear retailer to follow through and promote yourself in your own community as an authority on how men should dress and what they should wear. You will be doing the trade as well as yourself a favor. Send your request to the Association at 1257 Munsey Building, Washington 4, D.C.

Attention: All Retail Personnel

If you are thinking of selling your store, re-locating or just changing jobs, why not place an ad in the NAWCAS NEWS, RETAILER'S PRE-MARKET EDITION?

You are assured of reaching over 110,000 other retailers throughout the United States and Canada.

For further information, write: Lee Reifel, Editor, NAWCAS NEWS, RETAILER'S PRE-MARKET EDITION, 704 Bona Allen Building, Atlanta 3, Georgia.

This service is provided, free of charge to all retail personnel, by the National Association of Women's and Children's Apparel Salesmen.

New Course

(Continued from page 2)

give merchandising knowledge regarding the Wedding Market, but to develop confidence and the latent abilities of the individual." He also said, "Since we are the only firm engaged in offering specialized education for Bridal Consultants, we feel a deep obligation to meet the demands of those industries serving the ever-growing, highly specialized Wedding Market." All inquiries should be directed to the National Bridal Service, 319 Peachtree Street, N. E., Atlanta 3, Georgia.

NAWCAS 1961-62 MARKET DATES

NORTHEASTERN STATES

CITY	MARKET	LOCATION	DATE
NEW YORK	Metropolitan Juvenile Elysi Mart Knickerbocker Showcase	New York Trade Show Bldg. New Yorker	Dec. 31-Jan. 10, Mar. 18-23, Jan. 7-14, Mar. 25-28
PITTSBURGH	Metropolitan Fashion Sportswear Exhibitors Tri-State Commercial Travelers Assn. Juvenile Fashions Caravan Women's Apparel Trade Exhibitors Pittsburgh Children's	Sheraton Atlantic Hotel Pen-Sheraton Pen Sheraton Carlton House Carlton House Hotel	Jan. 21-23 Jan. 21-23 Dec. 31-Jan. 4 Jan. 7-8, Mar. 25-26, Jan. 14-16
BUFFALO	Women's Apparel Club of New York State Empire State Juvenile Mart, Inc.	Statler Lafayette	Jan. 21-23 Jan. 7-8
ALBANY	New York State Infants & Children's Wear Assn. Empire State Juvenile Mart	Statler-Hilton DeWitt Clinton	Jan. 21-23 Jan. 7-8
SYRACUSE	New York State Infants & Children's Wear Assn. Women's Apparel Club of New York State Empire State Juvenile Mart	Sheraton Ten Eyck DeWitt Clinton Syracuse	Jan. 13-15, Mar. 24-26 Jan. 14-15, Jan. 10-11
BOSTON	Women's Apparel Club of New York State New York State Infants & Children's Wear Assn. Women's Apparel Club of New England New England Apparel Travelers Eastern Travelers United Boston Children's Wear Show	Syracuse Onondaga Parker House Statler-Hilton Statler-Hilton Parker House	Jan. 10-11, Mar. 28-29 Jan. 17-18, Mar. 28-29 Jan. 21-25 Jan. 21-25 Jan. 7-11, 1962; Mar. 18-21, 1962
PHILADELPHIA	Philadelphia Children's Wear Show Mid-Atlantic Commercial Travelers' Association	Benjamin Franklin Benjamin Franklin	Jan. 14-19, Mar. 25-28 Jan. 7-10
BALTIMORE	Mid-Atlantic Commercial Travelers' Association Baltimore-Washington Children's Wear Show Children's Wear Caravan of Baltimore and Washington	Lord Baltimore Lord Baltimore Emerson	Jan. 14-16, Mar. 25-27 Jan. 7-8, Mar. 11-13 Jan. 7-9, Mar. 11-13
WASHINGTON	Mid-Atlantic Travelers' Association Baltimore-Washington Children's Wear Show Children's Wear Caravan of Baltimore and Washington	Willard Charterhouse Motor Hotel Annex	Jan. 3-5, Mar. 28-30 Jan. 10-12, Mar. 14-16 Jan. 10-12, Mar. 14-16
HARTFORD	United Boston Children's Wear Show Women's Apparel Club of New England	Statler State Armory	Jan. 14-16 1962

CENTRAL EASTERN STATES

DETROIT	Children's Apparel Market Michigan Women's & Children's Apparel Associates	Sheraton-Cadillac Statler-Hilton-Sheraton-Cad	Jan. 2-8, Mar. 11-13 Jan. 14-16
GRAND RAPIDS	Grand Rapids Apparel Club	Pantlind	Jan. 24-25
INDIANAPOLIS	Indiana Women's & Children's Apparel Club	Claypool	Jan. 24-26
CLEVELAND	The Mainliners Juvenile Fashions Caravan Women's & Children's Apparel Club of Ohio	Statler Statler Statler-Hilton	Dec. 27-29, Mar. 11-12 Jan. 21-22 Jan. 10-11, Mar. 7-8
COLUMBUS	The Mainliners Women's & Children's Apparel Club of Ohio Juvenile Fashions Caravan	Statler Statler-Hilton Deshler-Hilton	Jan. 21-22 Jan. 10-11, Mar. 7-8 Jan. 3-4, Mar. 28-29
LOUISVILLE	Fashion Exhibitors of Kentucky	Kentucky	Jan. 28-29
LEXINGTON	Fashion Exhibitors of Kentucky	Phoenix	Jan. 14-15, 1962; Mar. 11-12, 1962
CINCINNATI	Women's & Children's Apparel Club of Ohio The Mainliners	Netherland-Hilton Sheraton-Gibson	Jan. 7-8, Mar. 25-26 Jan. 7-8, Mar. 4-5
BLUEFIELD	Bluefield Fashion Exhibitors	Municipal Auditorium	Jan. 7-9

CENTRAL WESTERN STATES

CHICAGO	Stile Exhibitors Children's Wear Assn. Midwest Fashion Exhibitors	Morrison Merchandise Mart Sherman	Jan. 27-Feb. 2 Jan. 26-Feb. 2
ST. LOUIS	Fashion Exhibitors of America	Statler-Hilton	Jan. 21-24
KANSAS CITY	Central States Salesmen's Assn.	Municipal Auditorium	Jan. 14-17

NORTHWESTERN STATES

OMAHA	Central Western Market Assn.	Paxton	Jan. 7-9, Mar. 18-20
DES MOINES	Iowa Fashion Market	Fort Des Moines	Feb. 4-5
MINNEAPOLIS	Northwest Salesmen's Assn.	Radisson, Dyckman, Merchandise Bldg. Upper Midwest Bldg.	Jan. 21-25, Mar. 11-14

SOUTHWESTERN STATES

DALLAS	American Fashion Assn. National Fashion Exhibitors Dano South Fashion Exhibitors	Baker, Adolphus Merchandise Mart Hilton Inn	Jan. 20-26 Jan. 21-26 Feb. 11-12
NEW ORLEANS	Louisiana Fashion Exhibitors United Fashion Exhibitors	Jung Huckins	Jan. 14-15 Jan. 28-29
OKLAHOMA CITY	Arkansas-Oklahoma Fashion Exhibitors United Fashion Exhibitors	Biltmore Grady Manning	Jan. 28-29 Feb. 4-5
LITTLE ROCK	Arkansas-Oklahoma Fashion Exhibitors Middle Tennessee Fashion Exhibitors	Marion Hermitage	Feb. 3-5 Jan. 21-22
NASHVILLE	Mississippi Fashion Exhibitors Cotton States Fashion Exhibitors, Inc.	King Edward Peabody	Jan. 27-28 Jan. 7-9
JACKSON	Tri-State Fashion Exhibitors	Tennessee	Jan. 7-9

SOUTHEASTERN STATES

ATLANTA	Southeastern Travelers Exhibitors, Inc. Southern Mart of Infants' & Children's Wear Exhibitors, Inc.	Merchandise Mart Merchandise Mart	Feb. 4-7 Dec. 31, 1961-Jan. 3, 1962
BERMINGHAM	Southern Fashion Exhibitors, Inc. Milton Fashion Exhibitors Southern Mart of Infants' & Children's Wear of Birmingham, Inc.	Dinkler-Tutwiler Milton Tutwiler	Jan. 14-16 Jan. 14-16
TAMPA	Florida Fashion Mart	Floridan & Hillsboro	Feb. 16-19
MIAMI BEACH	Pan American Fashion Mart Southern Apparel Exhibitors Florida Assn. of Handbag and Jewelry & Accessories Salesmen	Eden Roc Fontainebleau Hotel Algiers	Jan. 28-30 Jan. 28-30 Jan. 28-30
MIAMI	Miami Beach National Fashion	Eden Roc	Jan. 28-30
CHARLOTTE	Southern Mart of Infants' & Children's Wear Exhibitors, Inc. Carolina-Virginia Fashion Exhibitors, Inc. Dixie Fashion Exhibitors Southern Mart of Infants' & Children's Wear of the Carolinas, Inc.	McAllister Radio Center Coliseum Radio Center	Jan. 14-18 Jan. 7-10

PACIFIC NORTHWESTERN STATES

DENVER	Intermountain Travelers' Association	Albany	Jan. 27-31
PORTLAND	Bone City Apparel	Plaza	Jan. 27-30
SALT LAKE CITY	Portland Apparel Assn. Temple Square Travelers Assn. Utah Market Assn.	Multnomah Temple Square Utah	Feb. 3-6 Jan. 20-25
SEATTLE	Stewart Apparel Assn. Pacific Northwest Apparel Washington Market Week	Stewart New Washington	Jan. 20-25

FAR WESTERN STATES

PHOENIX	Grand Canyon State Travelers	Westward Ho	Jan. 1-4
LOS ANGELES	Western Children's Brand Wagon Pacific Coast Travelers	Linkersham & Chapman Bldg. Biltmore	Jan. 6-11, Mar. 10-14
SAN FRANCISCO	West Coast Salesmen's Assn. Western Children's Brand Wagon	Sheraton Palace Whitcomb	Jan. 13-17, Mar. 17-20

CANADIAN REGION

ONTARIO	Garnett Salesmen Ontario Market, Inc.	Royal York	Jan. 7-12
MONTREAL	Apparel Salesmen's Market, Inc.	Mt. Royal Hotel	Jan. 7-12

Financing Accounts Receivable

(Continued from page 2)

interest charge collected from the consumer and that paid to the commercial bank for the financing. The difference is, of course, offset in part by operational and other relative costs involved in connection with the maintenance of a credit and collection facility. Therefore, while the cost of money is an important factor in the retailer, the importance is surpassed only by the efficiency of operations which can make or break the store.

7. What type of accounts receivable can be financed?

The answer to this question depends upon what type of commercial bank is doing the financing and what type of financing arrangement is involved. State banking law requirements in many states differ from the requirement established by the Comptroller of the Currency for National Banks. Also, legal requirements under a loan arrangement are more flexible than under a purchase arrangement. A National bank can only purchase written promises to pay which are signed by the consumer customer. Consequently, it would behoove the retailer to have a "legally acceptable promise" which binds the relationship between the two banking institutions. Also, retailers' requests for accommodation by a bank in an outlying area may be rather large by comparison to the amount which that bank may be willing to undertake on its own, especially if the arrangement under consideration is one of loan and legal lending more are involved. Under such circumstances the bank in the outlying area may request that its big city correspondent consider taking a participation in the financial arrangement. I am frequently called upon to review situations such as this and offer our correspondent assistance derived from our past experience.

8. What steps are first taken in connection with entering into a financial arrangement?

The retailer would present his request for accommodation to the commercial bank which services his account. The proposal would be presented with as much detail as possible and not, for example, as was the case with one customer who approached our correspondent for an approximate \$100,000 accommodation. "That's a lot of money," said the president of the bank. "Can you give me a statement?" To which the retailer replied, "I'm optimistic." Details should include — a) a projection of maximum requirements during the next twelve month period; b) anticipated expansion beyond this period of time; c) a set of financial statements for approximately the past five years (assuming, of course, that the banker had not already been favored with same); and d) sample documentation of each type of customer contract which will be assigned under the desired financing arrangement. If an analysis of the financial statements indicates a favorable picture, the banker will next undertake a detailed survey of the retailer's credit operations involving the following:

- Whether the type(s) of contract(s) which are being used by the retailer adhere to state legal requirements.
- A perusal of the form of credit application which is used and the extent of information which it calls for.
- The extent of credit checking which is employed, the tech-

niques of evaluation for credit approval and the establishment of credit limits.

d) A study of floor limits, credit authorizations, identification media, etc.

e) The method(s) of record keeping and record retention, including factors of control and protection against fire and theft.

f) Collection methods, collection media, write-off policy, frequency of delinquency analysis, etc.

g) Capability and past experience of key personnel handling the credit and collection functions.

In other words, in order that the banker can make evaluation of how competently the retailer is undertaking his credit and collection functions, an on the spot analysis is required, starting with the receipt of the customer's application and following through to a hard core collection situation or the handling of ships. Depending upon the size and complexity of the retailer's operation it may take the banker analyst three or four days to complete the task. Assuming that the banker is a specialist in this particular area, having reviewed dozens of comparable situations, it would naturally stand to reason, that a great deal of knowledge is acquired by the banker, which is in turn may prove beneficial to the retailer through suggested changes in methods, procedures, controls, forms, etc. Of course, all information obtained by the banker, as regards a particular customer, is held in strict confidence. No remarks would ever be made that a specific organization handles some part of its operations more efficiently, or that its method would appear adaptable and desirable to the operation under review. I have personally found this particular phase of my banking career to be most interesting, and believe that I have acquired a considerable education from the analyses of the credit and collection procedures of retail establishments located throughout the

The Changing Attitudes Of The Modern Woman

(Continued from page 1)

viewing her role as that of teacher-housewife," Mrs. Merryfield said. "She's interested in security, in re-establishing family unity, in withdrawing from public activity to more private activity. She's thinking of college for her children and more college courses for herself."

Decisions Based on Judgment

"In the shopping situation, good taste and greater individuality are becoming more important than 'keeping up with the Joneses,'" Mrs. Merryfield reported. "The new woman's shopping decisions are governed by price, convenience, time, quality, neighborliness, and related service features."

"She wants to be recognized when a salesperson is busy; and if possible, given a chance to say what she wants so she can be looking for it. She isn't interested in a gab session, or in being told what's stylish or right for her. She knows. She knows what her husband likes, what she can afford, and what the occasion is—a lot better than anyone else."

"There is also a distinctly new attitude these days toward fashion appeal," Mrs. Merryfield reported. "The new woman doesn't just want to paw through steel tube racks and get something for nothing."

country. Whenever possible and with all due finesse, I have endeavored to be of assistance to our clients in case the need for improvement appeared desirable or when problems have arisen.

Assuming that the banker is satisfied with the results of his analyses, negotiations will then go forward and the next step will be the preparation of adequate documentation which will cover in detail that which will be done in implementation may be entered into in varying ways, a. g.:

- As between the retailer and the outlying correspondent bank.
- As between the retailer and the outlying correspondent bank and the city bank, i. e., all parties appearing as signatories.
- As between the retailer and the outlying correspondent bank, and then separate documentation in the form of a participation agreement between the outlying correspondent bank and the city bank.

In some situations the outlying correspondent bank may act as agent bank for a group of banks, which may all be signatories to the basic documentation, or they may merely be signatories to a participation agreement. The circumstances of negotiations may determine the form of arrangement which is entered into. Up to this point, I have not mentioned an outlying retailer and a city bank as signatories to an agreement, in view of the fact that it is frequently the policy of the commercial bank in the larger city to suggest to the retailer to establish negotiations with a bank situated in the retailer's own locale. It is understandable that this suggestion has merit in more ways than one.

How To Stop Shoplifting

Shoplifting can be stopped or material reduced! Each employee should be trained to assume his share of the responsibility of protecting the store from such losses.

Store security today is a major operation. "But keen and alert salespeople are by far the greatest shoplifting deterrent," says Dallas L. Hostetler, Executive Director of the Florida State Retailers Association.

An easy-to-read brochure, entitled "How to Stop Shoplifting—A Guide for Employees," provides an excellent outline of how employees

Profitable Buying

(Continued from page 5)

within limits which permit taking discounts regularly.

As an example, dresses coming into a store between the 25th of last month and the 25th of this month must be paid for by the 10th of next month or discounts are lost. Therefore, it is essential that a buyer, on ordering autumn merchandise in May, mark on his order (and have it understood with the manufacturer) that goods may be delivered "as ready" during June or July. But it should be agreed that payment is due "as of August 15th." In that way the retailer may remit as late as September 10th and still be entitled to the discount.

Buyers, forgetting those facts, often have had items shipped to them in May and have had to pay for them by June 10th to get their discounts, even though the goods were not to be sold until September. While many buyers feel that it is good practice to let merchandise come in early at the manufacturer's convenience, few, if any, feel that they can afford to pay for it 90 days early.

(4) May far Year Particular Clientele. This can be one of the strong points of the small store buyer. You can know many of your customers personally and can cater to their needs and tastes. You can buy with their particular preferences in mind.

(5) Resist Pressure to Make Snap Decisions. At first sight, look for the general effect and quality. Then later make a second (or even third) inspection to go over in detail the styling, workmanship, materials, special selling points, and prices.

employees can effectively curtail shoplifting. Thirteen points for special employee attention in dealing with the shoplifting problem are presented.

The "Do's and Don'ts" for employees are given pointed emphasis. Types of shoplifters are identified, together with the variety of gimmicks and tools used by professionals in pursuing their careers of theft and crime.

This valuable booklet can be obtained by contacting the Florida State Retailers Association, P. O. Box 7M, Winter Park, Florida.

Helpful Books For Retailer's Library

Mark-Up Simplified

Mark-Up Book, prepared by the Marketing Research Department of Fairchild Publications, Inc., is an extremely useful book for the retailer. It is intended for quick reference and will save time by giving you mark-ups already worked out in the combinations usually required.

The Mark-Up Book consists of five tables which show you:

- How to find selling price when mark-up is based on selling price;
- How to find selling price when mark-up is based on cost;
- How to get cost-per-unit from cost-per-dozen;
- How to get mark-up percentages on cost basis when you have mark-up on basis of selling price; and
- How to get mark-up percentages on selling price basis when you have mark-up on basis of cost.

A brief section is included

(7) Compare Your Impressions with Others. In making up an article for possible purchase, get the reactions of some other knowledgeable people. If there is general agreement with your favorable view, you have grounds for going ahead with the order. If there is general disapproval, reconsider soberly before deciding one way or the other. Where opinions vary widely, your own best judgment is the only guide.

(8) Concentrate on Key Items. Most small stores do not have unlimited working capital. For that reason, they will usually be better off in emphasizing outstanding items of selected manufacturers—without trying to buy something from every leading manufacturer, or to carry all lines that a given manufacturer makes.

(9) Get Complete Selling Information. Make sure that salesmen tell you all they can about the items you buy. Ask for sales sheets and descriptive brochures, too. The more you know about an article's development, characteristics, and performance, the more skillfully you can sell it.

(10) May New Items Cautiously. Nobody can avoid all risk, particularly in small store buying. But you can control the chances you take by buying new items in small lots whenever possible. Speculating on large orders of untried goods can wipe out a small concern's entire profit for months if the item "doesn't go."

Summary

The art of retail buying, like other arts, can be practiced by anyone, but few are truly gifted. Balanced assortments, control, buying methods, and timing are all typical small store problems. Small retailers are aware of the growing selectivity of the average customer. New models, styles, colors, and sizes add to the demands for working capital. Consequently, the small operator must be intelligently selective in buying the most profitable stock assortment he can.

Price lines must be chosen with careful regard for the particular store's customers. Control over purchases is essential and may be accomplished in terms of dollars, physical units, or a combination of both. Buying methods can be improved through the use of a systematic plan taking into account distinctiveness and style, price and terms of sale, caution in buying new items, and knowledge of individual customers' tastes. Better timing of purchases can be achieved through records of past successes and failures coupled with analyses of developing trends and an understanding of accepted practice in the specific line of business.

which clearly explains how to use these handy tables.

Selling Department Analyzed

How To Analyze A Selling Department, published by the National Retail Merchants Association (NRMA members, \$3.75, non-members, \$7.50), is designed to show the retailer how to increase profits and promote efficiency. This book offers a new approach to solving the many problems of a sub-par selling department.

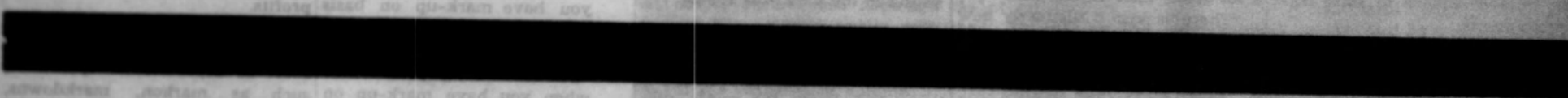
The authors maintain that to improve your selling department you must use the logical, up-to-date method, which is based upon analysis. Understanding what makes your selling department tick will give you a better basis for action and will lead to higher profits.

Information is provided to show the retailer how to better every facet of departmental operations, such as markon, markdowns, turnover, shortages, buying, advertising, and unit control.



YOU ALWAYS HIT THE BULLS EYE WHEN YOU SHOP IN NAWCAS MARKET!

Hundreds of New Lines... Learn Fashion for Next Season... See ALL New Merchandise at One Time... Enjoy Market Hospitality... Get New Profitable Ideas... Compare Merchandise Before You Buy... Save Time... See What Other Retailers Are Being... Receive Expert Advice.



When you have made up your mind to buy, please call or write to the nearest NAWCAS Market. A list of markets is included in this issue.

Affiliate
Reg to
1962



JOHN B. BACKHUS
PRESIDENT

VICE PRESIDENT
JOHN L. SMITH

RECORDING SECRETARY
CHARLES PIROLI

TRUSTEES
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HARRISBURG, PA., OFFICE
3002 JEFFERSON STREET
JOHN L. SMITH, BUS. REP.
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LOCAL 107 PHILADELPHIA
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LOCAL 220 SCRANTON
LOCAL 010 CHESTER
LOCAL 201 ATLANTIC CITY
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LOCAL 200 NORRISTOWN
LOCAL 001 WILkes BARRE
LOCAL 420 READING
LOCAL 400 YORK
LOCAL 403 PHILADELPHIA
LOCAL 070 PHILADELPHIA
LOCAL 030 VINELAND
LOCAL 000 PHILADELPHIA
LOCAL 020 PHILADELPHIA
LOCAL 020 PHILADELPHIA
LOCAL 070 CAMDEN
LOCAL 704 MILTON
LOCAL 700 MILTON
LOCAL 771 LANCASTER
LOCAL 770 ALLENTOWN
LOCAL 770 HARRISBURG
LOCAL 000 PHILADELPHIA
LOCAL 000 WILkes BARRE
LOCAL 000 PHILADELPHIA

WAVERLY 7 3300

FILE

LANCOSTA 4 8838

TEAMSTERS JOINT COUNCIL NO. 53

AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

OFFICE: N. W. COR. 11th AND CHEW STREETS
PHILADELPHIA 41, PA.

JAMES J. STOLTZ
SECRETARY-TREAS.

December 28, 1962

Mr. James R. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Sir and Brother:

Your letter of December 17th relating to information on organization for a Mr. Anson R. Fry, Jr., an employee of the Funk Water Company, Eaglesville, Penna., has been assigned to Silverius Carr, Secretary Treasurer of Local #384, Norristown, Penna.

Local #384 has the jurisdiction of the area including Eaglesville. I have instructed Carr to contact Fry personally and to cooperate with him where ever possible.

Fraternally yours,

John B. Backhus
John B. Backhus
President

JBB:a

ADMINISTRATIVE FILE

Affiliate - Request to
x Fry, Anson R.

Schwenksville, Pennsylvania
December 13, 1962

Mr. James R. Hoffa, President
International Brotherhood of Teamsters
Teamsters Building
Washington, D. C.

Dear Sir:

By common consent I have been appointed spokesman for and by my fellow employees. We are interested in affiliating ourselves with the International Brotherhood of Teamsters. Therefore, I would like any and all pertinent information needed to unionize the employees of the company we are working for; namely, Funk Water Conditioning, Eagleville, Pennsylvania, a franchised Culligan Soft Water dealer.

I would appreciate an immediate reply in this matter. I also want you to consider this request as a confidence.

I remain,

Your obedient servant and brother teamster,

Anson R. Fry, Jr.
Anson R. Fry, Jr.

/gls

Anson R. Fry, Jr.
Box 171
Schwenksville, Pennsylvania

ADMINISTRATIVE FILE

*Applicant Request to
Join Continental Trailways
X 667*

October 12, 1962

Mr. Murray W. Millier, Vice-Pres.
International Brotherhood of Teamsters
1330 North Industrial Boulevard
Dallas 7, Texas

Dear Sir and Brother:

President Hoffa has asked me to write you in connection with your letter of October 4th, to advise you that, inasmuch as this is an independent union covering Continental Trailways, that he sees no reason why we should not offer them membership.

Fraternally yours,

H. J. Gibbons
Executive Assistant
to the General President

HJG/mc

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS • WAREHOUSEMEN & HELPERS
OF AMERICA



1330 N. INDUSTRIAL BLVD.
DALLAS 7, TEXAS

OFFICE OF
MURRAY W. MILLER
TENTH VICE PRESIDENT

October 4, 1962

Mr. James R Hoffa, General President
International Brotherhood of Teamsters
25 LOUISIANA Ave., NW
Washington, D. C.

Dear Sir and Brother;

I am enclosing a letter which is self-explanatory. I
would appreciate your comments on the matter.

Fraternally yours,

Murray W. Miller
Murray W. Miller

MWM:sa
Encl.

10/5/62
C
1252
10/5/62



HIGHWAY & LOCAL MOTOR FREIGHT
EMPLOYEES • LOCAL UNION No. 667

OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA

TEAMSTERS OFFICE
278 E. MCLEMORE • WH 8-6781
MEMPHIS, TENNESSEE

September 27, 1962

Mr. Murray W. Miller, Director
Southern Conference of Teamsters
1330 North Industrial Boulevard, Suite 205
Dallas 7, Texas

Dear Sir and Brother:

This has reference to a group of employees in Memphis, Tennessee, Jackson, Mississippi, Columbus, Mississippi, Alexandria, Louisiana, and Shreveport, Louisiana, of whom have indicated that they want to come into the Teamsters Union. This is a group employed by Continental Southern Trailways as drivers and garage and station employees.

Our information is that the Continental Trailways is set up in divisions and the division covering this area is under contract with an independent union of which said contract expires February 28, 1963.

Some of these drivers have called on the writer and have advised me that their division is the only division in this part of the country that belongs to an independent union but that several other divisions, including the Kansas City and Wichita area are vitally interested in coming into the Teamsters Union.

On or about November 1st of 1961, the Brotherhood of Railway Trainmen triad a raid on this independent union and the N.L.R.B. election results were in favor of the independent union by a big majority.

There are approximately 376 employees in the southern division that are eligible to become members of the Teamsters Union and it is believed that this would be a weak spot to start work on should we be interested in going into this field at the present time.

I have advised some of these drivers that I could not give them an immediate answer as to what we could do and have explained our policy in not acting too quick in starting an all out raid of other unions. At the same time, I felt perhaps that since this division is under contract with an independent union and due to the interest that has built up that perhaps you would be interested in this situation.

Mr. Murray W. Miller
September 27, 1962
Page 2

If your office would be interested in looking into this matter further, it would be very easy to arrange a meeting with some of these drivers on a short notice for you to send a representative into this area.

Would appreciate you giving this your careful consideration and reply in order that I may be in a position to answer to these individuals.

Thanking you for your cooperation, and with best wishes, I remain

Faternally yours,

L. L. Turner
L. L. Turner
Secretary-Treasurer

LLT:ar

cc: Mr. S. M. Hall, President
Teamsters Local Union No. 667



SEP 28 1962
FBI - NEW YORK

ADMINISTRATIVE FILE

Affiliate, Request to
Independent Union -
Construction Superintendents
x Duffy, Thomas J.

October 10, 1962

Mr. Thomas J. Duffy
RD No. 4
Middletown, New York

Dear Mr. Duffy:

We have your communication of September 4th. While we are not in any position to issue a charter to a small group such as you represent, if you are interested in Teamster affiliation, we will be happy to discuss the possibility of your group joining one of our small local unions in the construction field either in New York or New Jersey.

If the above appeals to you, please contact the undersigned and we will be happy to work this arrangement out with you.

Very truly yours,

H. J. Gibbons
Executive Assistant
to the General President

HJG/mc

(24)

JOINT COUNCIL No. 73
INTERNATIONAL BROTHERHOOD
Teamsters • Chauffeurs • Warehousemen and Helpers

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707 SUMMIT AVENUE (ROOM 407)
UNION CITY, NEW JERSEY
Telephone: 3123

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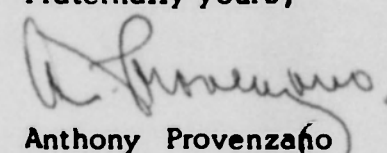
October 5, 1962

Mr. James R. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N.W.
Washington 1, D. C.

Dear Sir and Brother:

In reply to your letter dated September 7, 1962, regarding the enclosed communication, wish to inform you that I have investigated the situation. These people have only a membership of only 30 or 40 members and in my opinion this does not warrant the issuance of a charter for which they are seeking.

Fraternally yours,


Anthony Provenzano
President

AP/fc
Enclosure

INTERNATIONAL UNION
of
CONSTRUCTION SUPERINTENDENTS

September 4, 1962

James Hoffa
25 Louisiana Avenue
Washington, D.C.

Dear Mr. Hoffa:

I was in touch with one of your New York City Locals
and they suggested I write to you.

I am president and organizer of the International
Union of Construction Superintendents which I have been
organizing for over a year in the State of New Jersey we are
now ready to organize New York.

If you are interested in having us become affiliated
with your organization, I would like to meet you to discuss
the mutual benefits to be obtained from such an affiliation

Very truly yours

Thomas J. Duffy
Thomas J. Duffy
RD 4
Middletown, New York
914 DI 3 6678

ADMINISTRATIVE FILE
✓ Al. J. Latta, Request to
Discontinue Union -
Contribution Super-Grants
✓ Duffy, Thomas J.

September 7, 1962

Mr. Anthony Provenzano, Vice-Pres.
International Brotherhood of Teamsters
707 Summit Avenue
Union City, New Jersey

Dear Sir and Brother:

The attached communication is self-explanatory. Would you kindly investigate this situation and report to me so that I may properly reply to this member.

Fraternally,

James R. Hoffa
General President

JRH/mc

Enclosure

Brannigan

INTERNATIONAL UNION
of
CONSTRUCTION SUPERINTENDENTS

September 4, 1962

James Hoffa
25 Louisiana Avenue
Washington, D.C.

Dear Mr. Hoffa:

I was in touch with one of your New York City Locals and they suggested I write to you.

I am president and organizer of the International Union of Construction Superintendents which I have been organizing for over a year in the State of New Jersey we are now ready to organize New York.

If you are interested in having us become affiliated with your organization, I would like to meet you to discuss the actual benefits to be obtained from such an affiliation

Very truly yours

Thomas J. Duffy
Thomas J. Duffy
RD 4
Middletown, New York
914 DI 3 6673

ADMINISTRATIVE FILE
Affiliate, Request to
X Haring, Richard D.
X

September 7, 1962

Mr. William Presser, President
Teamsters Joint Council No. 41
2070 East 22nd Street
Cleveland, Ohio

Dear Sir and Brother:

The attached communication is self-explanatory. Would you kindly investigate this situation and report to me so that I may properly reply to this member.

Fraternally,

James R. Hoffa
General President

JRH/mc

Enclosure

Richard D. Kamuf
2406 Nottingham Road
Cincinnati 25, Ohio

International Brotherhood of Teamsters
Washington, D. C.

Dear Sir:

The employees of the company I
work for are talking of changing from
our present Union to I. B. T. There
are about 17,000 of us in 42 states
and I would like to have a copy of
your Constitution to read.

Please send a copy to me so I can
tell my fellow union members more
about the Teamsters in order to change
to your Union, the I. B. of Teamsters.

Respectfully Yours
Richard D. Kamuf

Chauffeurs, Teamsters and Helpers Union

Local No 186

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

VENTURA

SANTA BARBARA

OXNARD

114 CHAPALA STREET
SANTA BARBARA, CALIFORNIA
WOODLAND 8 1951

August 21, 1968

Mr. Jack Goldberger
240 Golden Gate Avenue
San Francisco 2, California

Dear Sir and Brother:

With regard to the enclosed copy of a letter to Ronald Kelly, employed at Chase Brothers Dairy, please be advised that since talking to you and receiving your letter and also the copy of the letter to our General President, James R. Hoffa, Ronald Kelly was personally contacted and was to meet us at a specified time at our Oxnard office. He failed to appear for the appointment, and after some 2 hours and considerable telephoning we were able to get him into the office. Up until now, nothing has come out of this meeting.

In his opinion, this strong and powerful organization could merely place a picket line at the main gate of Chase Brothers Dairy Farm and he was convinced that would get the job done. We assured him this was not the way to effect organization, that we first must file with the NLRB and be certified.

I will keep you up to date on any further developments.

Faternally yours,

Cliff H. Jameson
SECRETARY - TREASURER

CHI:g
Enc

CHAUFFEURS, TEAMSTERS AND HELPERS UNION LOCAL 186

Ventura

Santa Barbara
1114 Chapala Street
Santa Barbara, California

Coward

NO 5-3051

COPY

August 21, 1962

Mr. Ronald Kelly
426 East Hemlock Street
Coward, California

Dear Mr. Kelly:

It has been some time since you met with our Business Agent, Walt Hoplin, in our Coward office. I have continually tried to phone you, but with no success.

If you and your co-workers at Chase Brothers Dairy are still interested in having the Teamsters Union do something in your behalf, most of the initial work will necessarily have to be done by you men working on the job.

In talking to Mr. Hoplin I find that you were of the opinion that organization could be effected at Chase Brothers Dairy by our instituting a picket line. This is not the case. We first must have a majority of the employees working under our jurisdiction at Chase Brothers Dairy sign their applications for membership. After the majority of these men have shown by signing these applications that they want us to represent them, we can then file with the National Labor Relations Board for a certification election, whereupon the Government will set up the election and conduct the same under Government regulations.

I would be most interested in hearing from you with regard to the above, so either drop me a letter at this address or call me collect at your convenience.

Very truly yours,

(Signed) Cliff H. Jameson
Secretary-Treasurer

CHJ:q

Blind copy to:

Mr. Jack Goldberger
240 Golden Gate Avenue
San Francisco 2

Chauffeurs, Teamsters and Helpers Union

Local No 186

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

VENTURA

SANTA BARBARA

OXNARD

1114 CHAPALA STREET
SANTA BARBARA, CALIFORNIA
WOODLAW 6-5001

CLIFF E. JAMESON
SECRETARY-TREASURER



EXECUTIVE BOARD
- P. DOWLER
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H. J. CONNORS
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DANIEL R. EDELLER
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AL WHITNEY
TREASURER
WILTON D. MARYANET
TREASURER
JOHN A. SCHANDLER
TREASURER

August 21, 1962

Mr. Ronald Kelly
455 East Hamilton Street
Oxnard, California

Dear Mr. Kelly:

It has been some time since you met with our Business Agent, Earl Poplin, in our Oxnard office. I have continually tried to phone you but with no success.

If you and your co-workers at Chase Brothers Dairy are still interested in having the Teamsters Union do something in your behalf, most of the initial work will necessarily have to be done by you and your co-workers.

In talking to Mr. Poplin I find that you were of the opinion that organization could be effected at Chase Brothers Dairy by our instituting a picket line. This is not the case. We first must have a majority of the employees working under our jurisdiction at Chase Brothers Dairy sign their applications for membership. After the majority of these men have shown by signing these applications that they want to represent them, we can then file with the National Labor Relations Board for a certification election. Whereupon the Government will set up the election and conduct the same under Government regulations.

I would be most interested in hearing from you with regard to the above. Please drop me a letter at this address or call me collect at your convenience.

Very truly yours,

CLIFF E. JAMESON
SECRETARY-TREASURER

Blind copy to: Mr. Jack Goldberger
340 Golden Gate Avenue
San Francisco 2

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS · WAREHOUSEMEN & HELPERS
OF AMERICA

ADMINISTRATIVE FILE ✓

Affiliate Request
Kelly, Ronald
X 2.186



240 Golden Gate Avenue
San Francisco 2, California

July 5, 1962

Mr. James P. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue NW
Washington 1 D.C.

Dear Sir and Brothers:

Acknowledgment is made of your letter, with the
enclosure from Ronald Kelly of Oxnard, California. The
following will give you some background on this case.

Ronald Kelly is employed at Chases, and every
time Local 186 has contacted this firm, the employer grants
the workers an increase and then folds. Brother Cliff
Jameson of local 186 will follow through and keep me
advised of developments.

Fraternally,

Jack Goldberger
Jack Goldberger
Special Organizer

ADMINISTRATIVE FILE

*Appellate Request to
X Kelly, Harold
X 2.18.6*

June 18, 1962

Mr. Jack Goldberger, Special Organizer
International Brotherhood of Teamsters
240 Golden Gate Avenue
San Francisco, California

Dear Sir and Brother:

The attached communication is self-explanatory. Would you kindly investigate this situation and report to me so that I may properly reply to this member.

Fraternally,

James R. Hoffa
General President

JRH/mc

Enclosure

June 14

Dear Mr. Hoffia

I am writing this letter after talking with my brother in law who belongs to the Baker's union in San Pedro, Calif

I'm working in a non union shop. I have contacted Teamsters, Local 186 in Ventura Calif. I can't get any help from the Business agents. They said I would have to bring the majority of the fellows to the hall. They also said there were too many Comlocations what kind of Comlocations could there be that the Teamster couldn't handle?

I am in the retail Dairy Business which there could be 60 men to be signed. There are 6 other retail Dairies in this County that are union we all want to belong, But we need your help or help from your Personal Organizers

We work 6 days and off 2. Our salary is 15 dollars per week below union scale. We don't get paid for our book work. We have to pay for all of our uniforms and half of our insurance. We have no retirement plan. Our Commission plan is 5 per cent below scale. Some of us have to work 10 to 12 hours a day. We don't get paid for this. We get nothing extra for working on holidays, or our days off if some one is sick.

We are located in Arroyo, California that is 60 miles west of Los Angeles, Calif. Teamsters local 186 is in Arroyo and Ventura.

After balancing newspaper, magazine and television reports, I am sure you are the man we can rely on.

Sincerely
Ronald Kelly
426 E. Hemlock St
Arroyo, California
Phone Hunter 38857

ADMINISTRATIVE FILE ✓

Affiliate Request to
X 278.00 - Carpenters
X Air Control, Inc.
X Peel, John

August 22, 1962

Mr. Joseph Morgan, General Organizer
International Brotherhood of Teamsters
2940 N. W. 7th Street
Miami, Florida

Dear Sir and Brother:

The enclosed copy of a letter received in this
office from a Mr. John Peel is self-explanatory.

Please check into this and inform this office
of your findings.

Faternally yours,

James R. Hoffa
General President

JRH/alh
Encl.

De Land, Fla.
Aug 20, 1962

Mr. James Haffa:

Dear Sir:

I don't know if you remember me or not.
I was a B.A. for Local 100 - Cincinnati, also organized
for the Warehouse Union in Cin.

A committee of employees of Air-Control Inc.
(here in De Land, Fla) have come to me for help,
knowing of my past activities in the Teamsters Union.

Air-Control Inc. has branches all over the South
including Texas & La.

This plant employs ²⁰⁰150 men & women. Last
Oct. they voted 98-23 into the Carpenters Union.
Their ^{old} wage is now 1.27. Their last contract they
received was no wage increase at all.

This contract in effect will run one year. to be
reopened on or before Jan 1963. for wages only.

Several of these employees are ex mine workers.
They have been holding the membership together
but are very dissatisfied with the Carpenters,
and want to go with an organization that
will serve them.

With the present setup they only see a
representation about twice a year.

If you could find a good man, I certainly
would appreciate it, as they do need help.
I will introduce your man to the Committee
and he can take it from there.

They would rather not have the man from Deland
as they know a lot of Jim Blythe trucking tes.
drivers and of their losing their election.

If you can do this - to help these people -
I will give your man all the facts and
then get out of the picture.

Thanking you
Your Friend

John Fiel
304 W. Palmetto Ave
De Land, Fla.

Phone: De Land, Fla -

Redwood 4-2689

ADMINISTRATIVE FILE

*Affiliate, Request to
B & O Railway
Conductors & Brakemen
Buffington, A. W.
B & O Railroad*

June 27, 1962

Mr. A. W. Buffington
Box 569
Knoxville, Md.

Dear Mr. Buffington:

Your letter of June 22nd, addressed to President Hoffa has been received in this office. Any time during the week of July 2nd, I shall be happy to set up a meeting with you here at our office. Will you kindly phone me for a definite date during that week.

Faternally,

H. J. Gibbons
Executive Assistant
to the General President

HJG/mc

*OK note to Buffington
on Aug 8 - Recommended
N. L. White*

BUFFINGTON

Box 569
Knoxville, Md.
June 22, 1962

Mr. James Haffa, President
International Brotherhood of Teamsters
35 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Sir and Brother:

The writer is a member of the Order of Railway
Conductors and Brakemen, Collins Division, No. 5, employed by the B&O Railroad,
working into and out of Washington, D. C.

My purpose of writing you is to request an appoint-
ment to discuss conditions on the B&O Railroad with the view in mind of creating
an organization campaign among the train service employees to line up with the
International Brotherhood of Teamsters.

Your consideration in this regard, consistent with
other matter occupying your time and attention, will be greatly appreciated.

With kind personal regards, and

Fraternally and respectfully,

G. W. Buffington
G. W. Buffington.

ADMINISTRATIVE FILE

Affiliate Request to

X Aff-Cso - North Auto

Workers

X Thresher Percy A.

X Autolite Company

June 6, 1962

Mr. M. W. Miller, Area Director
Southern Conference of Teamsters
1330 N. Industrial Blvd.
Dallas, Texas

Dear Sir and Brother:

Enclosed is a copy of a letter received from
Percy A. Thresher.

This is being forwarded to you for investigation
and recommendation.

Fraternally yours,

James R. Hoffa
General President

JRH/yk
Enc.

jk

Went to the 101
40.

Percy A. Thrasher
Route One
Trinity, Alabama
% Jay R. Killebrew

James R. Hoffa (General President)
35 Louisiana Avenue, N.W.
Washington 1, D.C.

Dear Sir:

This is to advise you again that we have just come out of a meeting with our people who are employees of Autolite Company, in Decatur, Alabama; and it is in their position that we are all definitely finished with the U.A.W. and we all want to become members of the Teamsters Union. We have already told the U.A.W. People that we will not have them or any part of their organization for our bargaining agents.

We intend to have a union of some kind at this plant and the people prefer the Teamsters. If we cannot go Teamsters, then we will try to get district "5" out of Birmingham to represent us. Mr. Hoffa, we are begging and pleading for you to authorize the Teamsters representatives to represent us. It was to our own choosing that we decided not to go U.A.W. and we asked the Teamsters to represent us.

Page Two of -3- pages

There is approximately 700 employees at Autolite now. We the undersigned are the Union's Committee and we were asked to contact you again, and let you know that an overwhelming majority of the people want the Teamsters as their representative.

Mr. Hoffa, if we send you cards signed by a majority of the employees at this plant to phone to you that we want the Teamsters, then would you authorize a Teamster Representative to come in and represent us at this plant. We have read about you in the papers and watched you on television. We have watched closely the Teamsters Movements and their gains in membership and it is our opinion that you are for the working people and that your representatives will give us the best representation.

We would appreciate it very much if you would reconsider this matter since we have no other organization to represent us. at no time did ~~the~~ the U.A.W. have a majority of our people signed up. We realized after some of our people had signed U.A.W. cards that we were making a mistake and decided ~~we~~ we did not want them for our representative. At this point we were watching closely the Bowman Transportation Company and the Teamsters effort to organize them

Page three of -3- pages

in Birmingham. That is when we
diffinitely decided to go Teamsters.

We would appreciate your sending in
a representative to contact us and
would also appreciate it if you
would give this your immediate
attention and let us hear from you.

yours Very Sincerely
Autolite Employees

Joe A. Ward
Ray Caver
Shirley Hamilton
Jack Shields
Wanda Sathins
Baby Bates
Angie Patten
Archie Patten
Joe W. W. W.
F. T. W. W.
Bobby Miller
Theodore Hamilton

Peray A. Hrascher
William Fred E. Hrascher
Raymond H. Hrascher
Betty B. Hrascher
David Hrascher
Gail Hrascher
W. R. Hrascher
Jerry E. Hrascher
Lunney Jackson
W. R. Hrascher
Gail Hrascher
Betty Hrascher
C. W. Hrascher
W. R. Hrascher
Tracy W. Hrascher
L. Hrascher
Max Hrascher
Hill Hrascher
D. C. Hrascher
Hrascher
Hrascher
Scott Sathan
James W. Smith
Charles W. Carr

ADMINISTRATIVE FILE

*Affiliation Request to
X A.C.C. - Railway Clerks
X Krause, Charles C.
X Indiana Harbor Belt
Railroad*

May 14, 1962

Mr. Ray Schoessling
Int'l. Brotherhood of Teamsters
133 S. Ashland Boulevard
Chicago 7, Illinois

Dear Ray:

The attached is self-explanatory. It is
being sent to you for your information and action.

Faternally,

H. J. Gibbons
Executive Assistant
to the General President

HJG/mc

Enclosure

1405 Ridge Road
Homewood, Illinois
May 11, 1962

Mr. James R. Hoffa
25 Louisiana Ave., N.W.
Washington 1, D. C.

Dear Mr. Hoffa:

I am "currently" employed by the Indiana Harbor Belt Railroad at Blue Island, Illinois. I am also a member of Local 440 of the Brotherhood of Railway Clerks. We number about 200.

Our Local was just involved in a wholesale sellout. When members of our Local hired out on the Indiana Harbor Belt RR, we did so under station seniority. Now due to mechanization a Local from Gibson, Indiana claims the right to follow their work. There are five new jobs being put on at our station. As best as we can interpret our rules, the Gibson people should have first choice on these jobs, and consequently go on the bottom of our seniority roster. But, they are not only following their work, they are being merged, or dovetailed into our seniority roster. This is outrightly taking away our seniority rights.

At the meeting of the union and management, concerning this consolidation, of which we, the rank and file knew nothing about, our Local was not represented; but the Gibson Local was represented by none other than the Vice General Chairman, part of whose salary is paid by us and "who also holds seniority rights on the Gibson roster". This is just one of the many reasons why we believe this was a sellout.

We are currently trying to get a restraining order. If no restraining order is to be had the consolidation of rosters will go into effect May 15.

As you can probably see from the above, if I have made myself reasonably clear, our members are fed up with a union that conducts business in this manner. As we are exploring the idea of obtaining other representation, I am hereby requesting any information on the possibility of a Local such as ours joining the Teamster organization.

Waiting your earliest reply, I remain,

Fraternally yours,

Charles O. Krause

ADMINISTRATIVE FILE ✓

Off. alt. Request to
AFL-CIO - Carman's
Union (2589)

May 11, 1962

Mr. Nicholas Morrissey, Gen. Org.
International Brotherhood of Teamsters
650 Beacon Street
Boston, Massachusetts

Dear Sir and Brother:

The attached copy of letter received in this
office is being forwarded to you for your information.

Fraternaly yours,

H. J. Gibbons
Executive Assistant to the
General President

HJG/yk
Enc.

m

Dear Sir,

I am a member of Local 589 Carman's Union in Boston. You have probably heard of our trouble with management. Many of us believe it was caused by the union we belong to through poor backing of our cause. There has been a great deal of talk to the effect that the members would like to see Local 25 of the teamsters take over this Local. I think that it can be done.

I don't want to give my name and address because revenge is a thing that is being used as a weapon on this job, namely in the form of suspensions.

I believe that by sending men to the barns I mention a fair idea of the situation may be gained. I would start with the Salem st. barn then Somerville Garage, Bennett St. Fields Corner and so forth.

Hoping this is in line with your Thinking on this matter.

ADMINISTRATIVE FILE ✓

Affiliate, Request to
Independent Union -
Security Guards, Teamsters
(L. 1)
X Walker, Curtis W.

May 8 1962

Mr. Curtis W. Walker, Sec. - Treas.
American Federation of Guards, Local No. 1
Room 218, 4157 West Fifth Street
Los Angeles 5, California

Dear Mr. Walker:

Thank you for your letter of May 2nd, discussing the possibility of amendments to the Taft-Hartley Law pertaining to Security Guards.

Please be assured that, in the event such action takes place, the Teamsters Union would look sympathetically upon any application of your organization to affiliate with our organization.

Fraternally yours,

James R. Hoffa
General President

JRH/mc

MESSAGE FOR SECURITY GUARDS

There are many Guard Contractors in the Southern California area who submit extremely low bids in order to secure a Guard contract, and base their low bids on their intention to pay their Security Guard Employees minimal wages.

There are some Guard Contractors in the area that would like to pay their employees a decent, living wage, but they are forced to also pay negligible salaries in order to compete with the substandard Contractors in the bidding.

A Company seeking a Guard service for the purposes of protecting millions of dollars in property, and for the purposes of creating a good image through the individuals, the Security Guards, that first greet a visitor or customer, would and should demand a Security Guard who can qualify mentally and physically and who should have the capability to obtain a Special Officers Commission from the Police or Sheriff's Department. Such top calibre employee cannot be obtained unless he receives a decent, living wage.

NOTE: There are presently in committee bills filed by four separate members of the House Committee on Education and Labor to amend Section 9 (B) (3) of the Labor Law pertaining to Security Guards. For your benefit and for the benefit of all Security Guards we urge you to write to your Congressman and ask for his support to amend Section 9 (B) (3) of the Taft-Hartley Act.

For information, call or write,

American Federation of Guards, Local #1

4137 West 5th Street

Los Angeles 5, California

Phone DU 7-3120

Curtis Walker, Sec. Treas.

WILLIAM A. COX
PRESIDENT

CURTIS W. WALKER
SECRETARY TREASURER
BUSINESS MANAGER

AMERICAN FEDERATION OF GUARDS

LOCAL NO. 1
ROOM 2111, 2157 WEST FIFTH STREET
LOS ANGELES 12, CALIFORNIA
CHARTERED 1952

May 2, 1963

Teamsters International Union
25 Louisiana Avenue N.W.
Washington 1, D. C.

Attention of Mr. James R. Hoffa, President

Dear Sir and Brother:

I have been informed by Congressman Adam C. Powell that several bills dealing with Section 9(B)(3) of the Taft-Hartley Law pertaining to Security Guards have been referred to the Committee on Education and Labor.

Should these bills get out of Committee and become law this Guard's Union would like to seek and become a Local of the Teamsters International Union.

This Guard's Local has been in existence since the Taft-Hartley Law was passed, we have a membership of 1000, and we are well equipped and financially sound.

There is a possibility to double or triple the membership in this area if Section 9(B)(3) of the Taft-Hartley Law was amended.

Please let me hear from you.

Fraternally yours,

Curtis W. Walker

CWW:rh

CURTIS W. WALKER, Secretary-Treasurer
Business Manager

MAY 3 8 55 AM '63

RECEIVED
MAY 3 1963

ADMINISTRATIVE FILE ✓

*Affiliate Request to
Independent Union -
Bakery Workers*

April 26, 1962

Mr. M. W. Miller, Area Director
Southern Conference of Teamsters
1330 N. Industrial Blvd.
Dallas, Texas

Dear Sir and Brother:

With reference to your letter dated April 18, 1962 relating to the Bakery Workers Union desiring affiliation with the International Brotherhood of Teamsters, you have my approval to proceed with this matter.

Faternally yours,

James R. Hoffa
General President

JRH/yk

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS • WAREHOUSEMEN & HELPERS
OF AMERICA

OFFICE OF
MURRAY W. MILLER
VIRTH VICE PRESIDENT



April 18, 1962

1330 N. INDUSTRIAL BLVD
DALLAS 7, TEXAS

Mr. James R. Hoffa, General President
International Brotherhood of Teamsters
25 Louisiana Avenue, N. W.
Washington 1, D. C.

Dear Sir and Brother:

Recently when General Organizer Mandoiza was in Shreveport, Louisiana, on a routine call he was contacted by a representative of the Bakery Workers Union who at the time told him he was interested in bringing his group into the Teamsters.

This local union covers Shreveport, Monroe, and Alexandria, Louisiana, but has only a couple of hundred members. I would like to know if we would be interested in issuing him a charter.

May I hear from you at your earliest convenience as to your wishes in this matter?

With best wishes, I remain

Faternally yours,

Murray W. Miller

Murray W. Miller
Vice President & Area Director

MWM:bb

ADMINISTRATIVE FILE ✓

Affiliate Request to
X 2nd. CDO - Electrical Workers
X Soo Line Railroad
X Millimaki, Swante

April 19, 1962

Mr. Jack Jorgenson, President
Joint Council No. 32
706 First Avenue. N.
Minneapolis 3, Minnesota

Dear Sir and Brother:

The attached communication from Mr. Swante Millimaki is self-explanatory and is being sent to you for your information. Will you please tell Millimake that I was interested in receiving this material, although at the present time, we would not consider a raid on the IBEW. The future may bring some changes on this attitude.

Faternally,

H. J. Gibbons
Executive Assistant
to the General President

HJG/mc

Enclosure

Minneapolis, Minnesota
April 11, 1962

Enclosed is a copy of the proposals the Railroad Electricians
Local 886 of the I.B.E.W. sent to the International Officers of
the I.B.E.W. and to the various electrical locals in the Northwest of
the United States.

The Electricians of the Soo Line Railroad in Minneapolis
initiated this movement and hopes that other railroad electricians
will actively support these efforts because of the widespread
interest of the railroad worker with his union.

Mr. Ramsey, our International Vice-President, acknowledged
our letter by saying he was studying our proposals with great
interest. We feel that we deserve more recognition than a form
from our Union Executives. These proposals are not sent
for consideration, but only to enlighten you to the frustra-
tions of the railroad workers toward their union.

Local 886 is made up of 300 electricians from various rail-
roads in Minneapolis. I am sure the electricians at the Shoreham
Shops of the Soo Line Railroad will join another union if given the
opportunity. The Soo Line Electricians number about 75 of which
25 work at the Shoreham Shops.

At our last Union Meeting I told the members the Electricians
of the Soo Line Railroad were going to ask the Teamsters Union to
representative to Minneapolis to instruct us in procedure
regarding their organization. There seemed to be a lot of favorable
response from other railroad electricians to this announcement.

Enclosed is a copy of the proposals the Railroad Electricians
Local 886 of the I.B.E.W. sent to the International Officers of
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opportunity. The Soo Line Electricians number about 75 of which
25 work at the Shoreham Shops.

At our last Union Meeting I told the members the Electricians
of the Soo Line Railroad were going to ask the Teamsters Union to
send a representative to Minneapolis to instruct us in procedure
regarding their organization. There seemed to be a lot of favorable
response from other railroad electricians to this announcement.

The Soo Line Electricians asked me to invite the Teamsters Union to consider sending a representative to Minneapolis for the purpose of taking the electricians into their organization. I would be willing to help your representative as much as possible. I have worked with organized labor since 1938. I helped organize the Iron Mines in northern Michigan and am a chartered member of Local 2650 of the United Steelworkers Union in Ishpeming, Michigan. Before moving to Minneapolis in February, 1961, I was Local Chairman of Railroad Local 528 in Milwaukee, Wisconsin, and from 1953 on I was General Chairman of Railroad Local 1721 I.B.E.W. in Marquette, Michigan.

I am giving you this resume of my labor background so that you might more readily believe my judgment and diagnosis of the railroad workers being ready for a change.

Sincerely yours,

Swante Millimaki
Swante Millimaki
Local Chairman
Shoreham Shops

RECEIVED
VMS 12 8 11 W 125
RECEIVED
VMS 12 8 11 W 125

I.B.E.W. Local 886
Minneapolis, Minn.
January 16, 1962

Mr. Ransay
International Vice-President I.B.E.W.

Subject: Proposals for
New Agreement

Dear Sir and Brother:

In acknowledgment of the strike ballots and the proposal included therein, the International Brotherhood of Electrical Workers of Local 886 is taking this opportunity to express their unsolicited opinions on this matter. We resent the fact that we are to approve proposals that have been drawn up by our union officers that are repetitions, inadequate and antiquated. Since the Union Shop Agreement has been in force, the rank and file members have been treated as captive labor and have not been invited to make suggestions toward their own welfare. Therefore, we have drawn up a few proposals that have been long overdue from our union agreements. We are sending you these proposals for your approval and we suggest you submit them for the Carriers consideration.

Proposal #1

Adjust inequities that exist in Electricians rates on railroads as compared to other major industries, for example --

Steel Industry Electricians rate	-	\$3.27
Airline Electrician	-	3.29
Brewery Workers, Electrician	-	3.33
Construction Workers, Electrician	-	3.50 - 3.75

These inequities were created during World War II. As a patriotic gesture the Electricians agreed to work without pay increase for the duration of the war. Furthermore, they worked six days a week without premium pay.

Proposal #2

Grant three weeks vacation for ten years service.

This proposal does not set a precedent in any major industry.

Proposal #3

Add Good Friday to the paid holidays, and all existing holidays be compensated for, whether they fall on an employees work week or not.

Under present agreement of paid holidays, the employee with the most undesirable rest days is discriminated upon when the holiday falls on his rest days.

Proposal #4

Grant sick leave with full pay, and that such sick leave shall be accumulative (patterned after the Civil Service Agreement).

The Carriers grant sick leave benefits to their Foreman and Executive Officers. Therefore, they should extend the sick leave benefits to the lesser paid employees who are less able to bear the financial burden of sickness.

Proposal #5

Raise the hourly rate by fifty cents in the Electricians Craft as compared to other crafts rates in the Railroad Industry.

Since the Carriers have Dieselized their locomotives, the Electricians have had to acquire a great deal more of technical knowledge to cope with their respective jobs. Therefore, this craft should be compensated for its initiative and additional knowledge. The Carriers admit that an Electrician hired from outside of the Railroad Industry cannot handle his job until he has had at least a years experience with the Diesel locomotive.

Proposal #6

Shift Differential

- (a) 10% differential rate of pay for the second shift
- (b) 16% differential rate of pay for the third shift
- (c) 16% differential rate of pay shall be paid for all work schedules that do not specify Saturday and Sunday as rest days.

(Subsection (a) and (b) have been recognized in most industries for a number of years. Subsection (c) is an inducement to the Carriers to begin conforming to the 1948 - forty-hour agreement, which stipulates that Saturday and Sunday shall be favored as the employees rest days.)

(In as much as our National leaders have lost touch with their constituents, we have compiled the average Electricians monthly budget for their information. This budget is based on twenty-two working days per month for a family of four. There are items listed that are family expenditures, but we didn't arrive at any averages on these items so we are not charging anything to them.)

Twenty-two working days - total wages -----\$464.28

Federal Income Tax -	\$43.28)	
Minnesota State Income Tax -	8.39)	17% wages
Railroad Retirement Plan -	27.00)	withheld
House Payment or Rent -	100.00	
Heat -	25.00	
Union Dues -	5.00	
Telephone -	5.00	
Utilities -	12.00	
Car payments based on \$1500.00 for 3 years -	50.00	
Car Insurance -	12.00	
Car License -	3.00	
Gasoline, oil, etc. for car -	32.00	
Family Life Insurance -	15.00	
Dental Care -	10.00	
Church -	10.00	
Health Articles & Medicine -	10.00	
Doctors Office Calls -	5.00	
Family Clothing -	15.00	
Household Articles & Appliances -	15.00	
House Maintenance -	00.00	
Corrective Eye Glasses -	00.00	
Community Assessments for Services -	00.00	
Charity -	00.00	
Recreation -	00.00	
On the Job - Safety Apparel -	00.00	
College for Children -	00.00	
Total commitments less Food -	\$402.64	402.64

\$ 61.64

The average Electrician has \$61.64 a month to feed a family of four. This, of course, is an impossibility, so over 50% of the workers wives have to find jobs to help with food problems and other incidentals which may arise. The workers with small children at home have to find a second job and be content to own an old unsafe car to alleviate the food problem. These deplorable situations only add to our national youth delinquency and unemployment problems. We feel we should be paid a decent American wage so we may be an asset to our national economy.

Our national leaders make reference to our "American way of life", but we feel the Electricians have been excluded from this national category. The President of the United States is concerned over the unfitness of our youth. We are also concerned about our children, but we suggest a proper diet and medical care for them so that they may have the vitality to develop a better physique.

Because of our financial status we feel frustrated when our children cannot attend college. A recent survey revealed that it cost from two to three thousand dollars a year to send a student to college. This of course excludes our children from a higher education. If this situation is perpetuated only the rich shall have the right to the better positions and this nations dire need of skilled technicians will not be fulfilled from this small minority group.

The Interstate Commerce Commission has made numerous concessions to the Carriers in regard to their discontinuance of most passenger service, and has allowed the Carriers to consummate various mergers and co-ordination of facilities. Because of these concessions the Carriers now operate with a small fractional number of their former employees. We believe the Carriers sworn testimony before the Interstate Commerce Commission of the millions of dollars they would save if they were granted their request. The Carriers request have been granted and they are in excellent financial position to pay a decent wage to the few remaining employees in their service. Some of the Carriers have clouded the issue of their earnings by over-payment of their estimated Federal tax. This over-payment gives them a tremendous tax rebate which they neglect to list in their annual earnings.

The Electricians are not making requests that are over and above what other major industries are now paying. We feel our proposals are justified and should be taken under consideration or we shall be compelled to make inquiries into more progressive transportation organizations for assistance.

Fraternally yours,

I.B.E.W. Local 885

RECEIVED
JAN 10 1935

JAN 10 8 44 AM 1935

RECEIVED
JAN 10 1935

ADMINISTRATIVE FILE

✓
Affiliate, Request to
X at L-50 - Seligson
X McHadden, Roger

April 13, 1962

Mr. Jack Goldberger, General Organizer
International Brotherhood of Teamsters
240 Golden Gate Avenue
San Francisco, California

Dear Sir and Brother:

Attached is a communication which is
self-explanatory.

Will you quietly visit with this brother
and get his story.

Fraternaly yours,

James R. Hoffa
General President

JRH/yk
Enc.

Seamus Unit
Rivers Annex, PO
San Francisco, Calif.
April 11, 1962

Dear Mr. Haffa,

This letter to you is something
that I have been wanting to write
for some time.

I am a merchant seaman
sailing off the West Coast with
the MC+S (Marine Cooks + Stewards)
AFL. It is headed by Ed. Thomas
Secretary + by Paul Hall, president. It
has approximately 5,000 members.

It has quite a history of mismanage-
ment, contention, etc etc. At present
we are on strike but it looks like
it will be settled soon.

There is a great deal of dissatisfaction
among the members with the present
officials. Elections are soon
coming up. I am 100% positive
that a little help from the

outside - 2- we could have real
representatives of the Seamen take
office and we could succeed from
the AFL and possibly into the
Teamsters & the members would help
But we must have some help!

We are ~~off~~ against a machine
and the members are being sold
out at the top
Help in the way of printed
literature, office space, etc is
needed.

Sincerely yours,
Roger Mc Ladden
Seamen's Unit
Rogers Annex
San Francisco, Calif.

Reverend Mr. Fiedler
Lutheran Synod
Knoxville, Tenn.
Dear Sir:



Mr. James H. Hays
International Brotherhood of Teachers
25 Louisiana Ave. N.W.
Washington, D.C.

AIR MAIL
RECEIVED
L. B. OF
C. V. & H. H.
APR 12 3 25 PM '62
OFFICE OF THE
GENERAL INVESTIGATOR

AIR MAIL
REGISTERED
NO. 50986
RETURN RECEIPT 50986



ADMINISTRATIVE FILE

Affiliate Request to
Aff. CSO - Malheur
x Shepard, Orson C.

April 13, 1962

Mr. George Mock, Vice President
International Brotherhood of Teamsters
1722 J Street
Sacramento 14, California

Dear Sir and Brother:

The attached copy of communication is self-explanatory.

Can you arrange to talk to Mr. Shepard at your earliest
convenience.

Faternally yours,

James R. Hoffa
General President

JRH/yn
Enc.

Oroville Calif.

April 9-62

James R. Hoffa
25 Louisiana Ave
N.W.
Washington D.C.

Dear Sir:- My Name is
Orson C. Shepard. I am a Member
of the International Association
of Machinists. My Card Number
is 352961 - I am a Rail Road
Machinist and I joined in 1915.
The Rail Road branch of the
I.A.M. has become stalemated
and I think it has become
completely forgotten by our
grands.

Their by word is - we are
up against a stone wall.

Our general Chairman
has traded off our work till
there is nothing left to trade
and now to gain anything

2
it will take action, some
thing our organization does
not possess.

It seems they are so busy
with the banking business
they have forgotten the rank
and file except for our dues.

I am writing to you because
I feel we are both interested
in the same field of industry,
transportation.

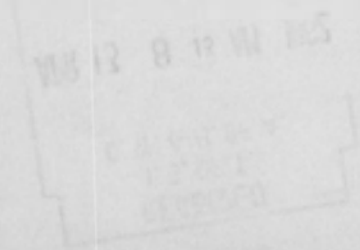
I know you have a very
strong union and I feel
that together, the Teamsters and
Machinists we could accomp-
lish a lot together. I am not
trying to push a way into
the Teamsters but I feel we
could be a very effective
organization. Grouped together
I have talked to several
Machinist in our shop and

3

As so many agreed with
me I could not help but
write to you. We feel the
forgotten union is ripe
and ready for the picking.
What we have is nil.

Would appreciate hearing
from you if you think
my idea is worthy.

Sincerely yours
Orson C. Shepard
2224-B-St.
Croville
Calif.



ADMINISTRATIVE FILE

*Off. letter Request to
Continental Can Co., Inc.
2512 - Machine
2512*

February 6, 1962

Mr. Paul H. Hall, Sec. -Treas.
Teamsters Local Union No. 512
907 W. Adams Street
Jacksonville 4, Florida

Dear Sir and Brother:

Referring to my telephone conversation with you this morning concerning one hundred fifty employees of the Continental Can Company, it occurred to me that you might be able to get the local Chairman to contact the chairmen of the other units.

Fraternally yours,

James R. Hoffa
General President

JRH/yh

APPLICATED WITH
INTL. BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS OF AMERICA
SOUTHERN CONFERENCE OF TEAMSTERS
JACKSONVILLE BUILDING TRADES COUNCIL
TRUCK DRIVERS, WAREHOUSEMEN & HELPERS OF JACKSONVILLE

JAMES E. DAVIS
PRESIDENT

Local Union



Number 512

PAUL H. HALL
BUSINESS MANAGER AND
SECRETARY-TREASURER

PHONE 114th 3-4200 907 W. ADAMS STREET
JACKSONVILLE 4, FLORIDA

February 1, 1962.

Mr. James R. Hoffa, Gen. President,
International Brotherhood of Teamsters,
25 Louisiana Ave., N. W.,
Washington 1, D. C.

Dear Sir and Brother:

You will find enclosed copies of Master Agreements
between Continental Can Company, Inc. and International Associa-
tion of Machinists AFL-CIO.

There are approximately one hundred fifty employees
involved in this unit and they have unanimously requested to be
admitted to the Teamsters Union as quickly as possible.

Would you please give me an answer at your earliest
convenience on the above. I am,

Fraternally yours,

Paul H. Hall
PAUL H. HALL,
Secretary-Treasurer

PHH:ehf
encls.

*July 4 -
Oct 1, 1962*

CONTINENTAL CAN COMPANY, INC.



and

INTERNATIONAL ASSOCIATION
OF MACHINISTS
AFL-CIO

*Master
Agreement*

February 24, 1960 to November 30, 1962

CONTINENTAL CAN COMPANY, INC.

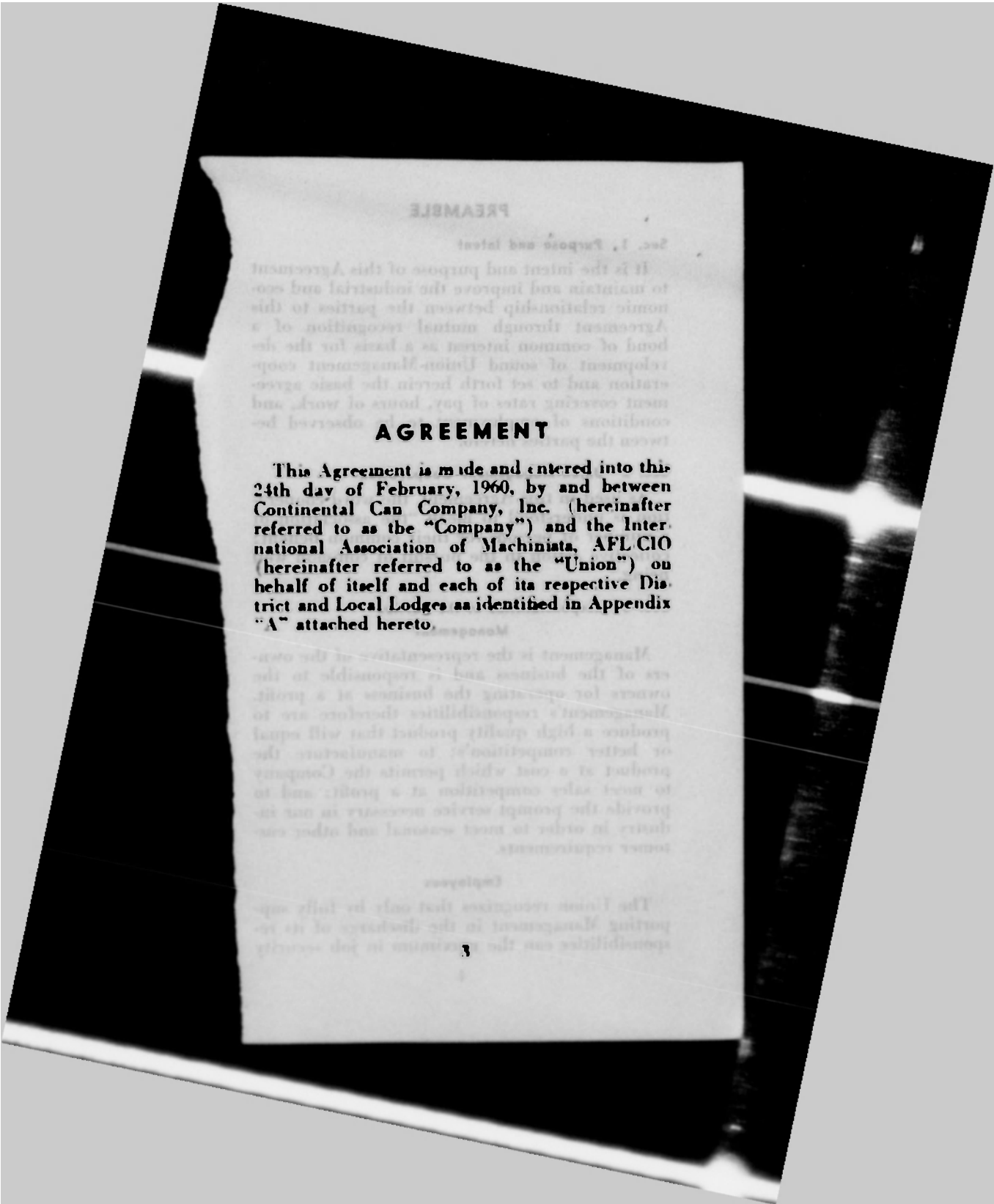


and

INTERNATIONAL ASSOCIATION
OF MACINISTS
AFL-CIO

*Master
Agreement*

February 24, 1960 to November 30, 1962



PREAMBLE

Sec. 1 Purpose and Intent

It is the intent and purpose of this Agreement to maintain and improve the industrial and economic relationship between the parties to this Agreement through mutual recognition of a bond of common interest as a basis for the development of sound Union-Management cooperation and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties hereto.

Sec. 2 Union-Management Cooperation

As used in this Agreement, the word cooperation is understood to mean "the association of a number of persons for their common benefit; collective action in the pursuit of common well being."

Sec. 3 Responsibilities of the Parties

Management

Management is the representative of the owners of the business and is responsible to the owners for operating the business at a profit. Management's responsibilities therefore are to produce a high quality product that will equal or better competition; to manufacture the product at a cost which permits the Company to meet sales competition at a profit; and to provide the prompt service necessary in our industry in order to meet seasonal and other customer requirements.

Employees

The Union recognizes that only by fully supporting Management in the discharge of its responsibilities can the maximum in job security

and other benefits for members of the bargaining unit be secured. Therefore, as their part in the accomplishment of these objectives, it is necessary that all employees:

- (a) Be in attendance and punctual for scheduled work hours unless unavoidably prevented.
- (b) Give such effort to their work as is consistent with reasonable labor standards.
- (c) Avoid waste in the use of materials and supplies.
- (d) Maintain and improve quality standards.
- (e) Assist in preventing accidental injury to themselves and others.
- (f) Cooperate in the installation of methods and technological improvements and suggest other improvements where possible, it being understood that the Company will make such installations after advising the Union, and will cooperate in placing any employees whose jobs are eliminated through such methods or technological improvements.
- (g) Where opportunity affords, assist in building good will between the Company, the Union, other employees, the customers and the public.

Sec. 4 Production Standards and Methods

The Union recognizes that it is Management's responsibility to establish quality, production and labor standards, to establish the most efficient methods of production, and to install and maintain the most efficient manufacturing equipment. The Union pledges its cooperation in the attainment of such standards and methods.

ARTICLE I RECOGNITION

Sec. 1 Bargaining Unit

The Company recognizes the Union as the sole and exclusive bargaining agency for all of its employees in the bargaining unit, for the purpose of collective bargaining with respect to rates of pay, hours of work or other conditions of employment.

The bargaining unit includes all employees working on jobs included in the respective local bargaining units as defined in Appendix A.

Sec. 2 No Bargaining with Other Groups

During the period of the present Agreement the Company agrees not to bargain with any other group regarding rates of pay, hours of work or other conditions of employment of such employees as are covered by this Agreement.

Sec. 3 Work by Excluded Persons

Persons whose regular jobs are not in the bargaining unit will not work on any jobs for which rates are established by this Agreement, except for purposes of instruction, experimenting, or in emergencies when regular employees are not available.

Sec. 4 Exemption for Specialized Work

The provisions of this Article I shall not apply to persons who may be temporarily working in plants covered by this Agreement where work is directly connected with new construction, expansion of existing facilities or buildings or in connection with other work requiring specialized knowledge or skills.

Sec. 5. Work by Trainees

In view of the Company's Supervisory Training Program, it may be necessary for the Company to place in certain locations persons with specialized training or education as sales, staff, engineering or manufacturing trainees. Such trainees are not under the scope of this Agreement, but may during their course of training perform work in any classification covered by the bargaining unit. An employee who would otherwise be working on the job being performed by a Supervisory Trainee will "stand by" while his job is being performed. If the regular employee is assigned by Local Management to instruct the Supervisory Trainee, the Instructor's rate will apply in accordance with Article VIII Sec. 5 during the time he is assigned to work as an Instructor. The Local Union will be notified of all Supervisory Trainees in a plant and their schedules.

ARTICLE II NO DISCRIMINATION

The Company and the Union agree that there will be no discrimination against any employee because of race, creed, color, sex, national origin, union membership or union activity.

**ARTICLE III LOCAL AGREEMENTS,
CUSTOMS AND PRACTICES**

This Agreement supersedes all local agreements. Nothing shall be the subject of local determination except as may be specifically authorized in this Agreement.

Local customs and practices which have been established by mutual understanding between the Local Management and Local or District Lodges and which are not in conflict with spe-

cific provisions of this Agreement shall remain in effect during the term of this Agreement.

Existing customs and practices with respect to the following matters are contained in local memoranda and by reference are part of this Agreement:

- Local Seniority Unit or Units
- Layoff and Recall Procedure
- Rate Retention Practices
- Promotion Procedure
- Transfer Procedure
- Relief and Meal Periods
- Overtime Distribution Practices
- Transfers Between Shifts
- Grievance Representatives

Exceptions to the specific provisions of this Master Agreement which have been agreed to in these national negotiations shall also be contained in the local memoranda.

ARTICLE IV UNION SECURITY

Sec. 1 Conformance with Law

The provisions of this Article IV shall be effective with respect to each local unit to the extent permitted by applicable provisions of federal and state laws.

Sec. 2 Union Membership

All employees covered by this Agreement shall on the 31st day following the effective date of this Agreement or on the 31st day following the beginning of their employment, whichever is later, become and remain members of the Union in good standing as hereinafter set forth as a condition of employment.

Sec. 3 Definition of Good Standing

(a) To keep his membership in the Union in good standing, an employee must pay the required initiation fee and membership dues uniformly required of all members.

(b) For the purposes of Section 2 above, an employee shall not be deemed to have lost his membership in the Union in good standing until the Local Financial Secretary or Secretary-Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company a notice in writing of that fact.

Sec. 4 Check-Off

(a) The Local Financial Secretary or Secretary-Treasurer of the Union will notify the Company as to the initiation fees and monthly dues for each employee who has authorized such deductions in writing. All check-off authorization forms received from employees by the Union during any one month shall be submitted to the Local Management to make for the Payroll Department to arrange in time for first deductions. The Union and the Local Management will agree on the time. The amount of each item to be deducted by the Company from the employee's pay must be specified on the check-off authorization form. The Local Management will remit these Union dues and initiation fees to such representative of the Company as shall be designated in writing to the Company by the Union.

(b) The Local Management will deduct each month the monthly Union dues and initiation fees for each member who has authorized such deductions in writing.

(c) A check-off authorization once made by an employee shall not be revoked by him for one year from the date it was signed by him or until the termination date of this Agreement, whichever is earlier. Notice of any such revocation shall be made by the employee in writing and the employee shall send a copy to the Company and a copy to the Financial Secretary or Secretary-Treasurer of the Local Union. Revocation shall become effective for the month following the month in which such written notice is received by the Company.

(d) The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that might arise out of, or by reason of, action taken, or not taken, by the Company in reliance upon the check-off forms or any written information furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Article.

Sec. 5 Union Activity During Working Hours

In order not to interfere with production, the Union agrees that neither it nor any of its officers or members will solicit membership in the Union or engage in other Union activities during working hours except as may otherwise be specifically provided for in this Agreement.

Sec. 6 Copies of Agreement

In order that each employee may be made familiar with the Union Security and other provisions of this Agreement and his rights and responsibilities thereunder, the Company will provide each employee with a copy of the Union Agreement.

ARTICLE V MANAGEMENT

Subject to the provisions of this Agreement, the Company shall manage the plant, direct the working forces, plan, direct and control the plant operations, hire, promote and demote, discipline, suspend or discharge for just cause, relieve employees from duty because of lack of work and for other legitimate reasons, introduce new and improved production methods or facilities or change existing production methods or facilities, improve quality, reduce costs, and establish and attain reasonable work and production standards.

ARTICLE VI HOURS OF WORK

Sec. 1 Purpose

This Article defines the hours of work and is not a guarantee or limitation of hours of work per day or per week.

Sec. 2 Definition of Day and Work Day

A day is the twenty-four (24) hour period beginning with the start of the employee's shift. The "basic work day" is eight (8) consecutive hours of work in the twenty-four (24) hour period, broken only by the established meal period.

Sec. 3 Definition of Work Week

The "basic work week" is made up of five (5) basic work days, Monday through Friday. By agreement between the Local Union and Local Management the "basic work week" for certain employees may begin on a day other than Monday.

Sec. 4 Shift and Work Schedules

Local Management will endeavor to arrange shift and work schedules mutually satisfactory

to both parties and, where possible, will discuss necessary changes with the Local Union as far in advance of such changes as is practical. The foregoing does not apply to changes in individual crew, or line schedules. The Union and the employees affected by such changes will be notified as far in advance as possible.

Sec. 5 Short Third Shift

(a) If Management schedules a short third shift due to continuous operations (around the clock on production lines) it will begin immediately following the regular second shift. Instead of the work day and work week established in Sections 2 and 3 of this Article VI, the special work day and work week schedules for the short third shift employees assigned to lines on production will be on the following basis:

On a five (5) day work schedule, the short third shift schedule for each of the first four (4) days will be six and one-half ($6\frac{1}{2}$) hours, excluding meal period, and the schedule for the fifth (5) day will be eight (8) hours excluding meal period.

On a six (6) day work schedule, the short third shift schedule for each of the first five (5) days will be six and one-half ($6\frac{1}{2}$) hours, excluding meal period, and the schedule for the sixth (6) day will be eight (8) hours excluding meal period.

On a seven (7) day work schedule, the short third shift schedule for each of the seven (7) days will be six and one-half ($6\frac{1}{2}$) hours excluding meal period.

Employees scheduled to work on the short third shift will receive eight (8) hours pay as specified in the foregoing, provided they work the shift as scheduled. In addition, they

will receive the night shift differential of twelve and one-half (12½) cents for eight (8) hours.

(b) Employees working in the following classifications shall be scheduled on the basis of the normal eight (8) hour shift—eight (8) hours of work exclusive of the meal period—whenever required to work on the third shift:

Watchmen	Jobs in Plant Maintenance
Janitors	Departments
Machine Cleaners	Jobs in Plant Machine Shops
Car Bracer	Maintainers on repair or over-haul work

However, if any employees who are classified in any of the above occupations are assigned to work on production lines, which are operating on a short third shift basis, they will be considered as assigned to the short third shift.

(c) Short third shift employees who are required to work before or after the recognised hours of the short third shift will be paid one and one-half (1½) times their straight time hourly rate for all such hours worked which will be in addition to the eight (8) hours pay for six and one-half (6½) hours worked.

(d) Computations of holiday hours and pay, and vacation hours and pay, shall be made for short third shift employees as though they were working the basic work week and at the rates of the regular third shift.

Sec. 6 Definition of Shifts for Application of Shift Differential

This Section is used only to determine when shift premiums apply and has no reference as to when the starting time of shifts are established.

A shift starting on or after 6:00 a.m. but before 10:00 a.m. is a first (or day) shift. A shift

starting on or after 10:00 a.m. but before 6:00 p.m. is a second (or afternoon) shift. A shift starting on or after 6:00 p.m. but before 6:00 a.m. is a third (or night) shift.

Sec. 7 Day of Shift

A shift shall be considered as worked on the calendar day on which it begins, except that any third shift shall be considered as having been worked on the same calendar day as the preceding first and second shifts.

Sec. 8 Relief and Meal Periods

Present practices on scheduling of employee's relief and meal periods will be continued.

Sec. 9 Lunch Period Within Five Hours

(a) A lunch period, without pay, of not less than thirty (30) minutes will be allowed employees within their first five hours worked on any shift. Employees who are assigned by Local Management to work beyond their first five hours without a lunch period will be paid one and one-half (1½) times their regular straight time rate for all time worked beyond the first five hours until they have a lunch period.

(b) This Section will not apply to an employee working on a shift which includes a paid lunch period regardless of whether an actual lunch period is provided.

ARTICLE VII OVERTIME

Sec. 1 Definition of Regular Straight Time Hourly Rate

The straight time hourly rate means an employee's straight time hourly base rate plus applicable shift premium and cost-of-living adjustment, if any.

Sec. 2 Hours Worked in Excess of Eight

For all hours worked in excess of eight (8) in one day, an employee will be paid one and one-half ($1\frac{1}{2}$) times his regular straight time rate except where higher overtime rates are now being paid.

Sec. 3 Hours Worked in excess of Twelve

For all work in excess of twelve (12) hours in one day, an employee will be paid two (2) times his regular straight time hourly rate.

Sec. 4 Exceptions to Daily Overtime

(a) When an employee is permitted by Local Management to (1) change from one shift to another at his own request or (2) to avoid lay-off when a shift is curtailed or discontinued, and the new shift on which he starts is within the same twenty-four (24) hour period as his preceding shift, overtime provided under Sections 2 and 3 will not be paid. However, the starting time of the new shift will start a new twenty-four (24) hour period for the purpose of determining overtime.

(b) Four (4) hour shifts worked on Christmas and/or New Year Eve which fall within the same twenty-four (24) hour period as the previous shift worked shall not be paid on an overtime basis.

Sec. 5 Sixth or Seventh Day Overtime

(a) Where the work week of an employee begins on Monday, the Company will pay one and one-half ($1\frac{1}{2}$) times the regular straight time hourly rate for all work performed on Saturday and two (2) times the regular straight time hourly rate for all work performed on Sunday.

(b) Overtime practices pertaining to week-end assignments in the Cannery Equipment Service Department 62 will remain in effect without change.

(c) Where the established work week of an employee begins on a day other than Monday, the Company will pay one and one-half (1½) times the regular straight time hourly rate for all work performed on the sixth day of his work week and two (2) times the regular straight time hourly rate for all work performed on the seventh day of his work week.

(The above paragraphs (a) and (c) apply except where higher overtime rates are now being paid.)

Sec. 6 No Pyramiding

Payment of overtime and premium rates shall not be duplicated for the same hours. Payment of overtime or premium pay for any hour or part of an hour excludes that time from consideration for overtime or premium pay on any other basis. When two or more provisions of overtime or premium compensation are applicable to the same hours, only the provision which results in the highest overtime or premium payment will be paid.

Sec. 7 Distribution of Overtime

Present practices on the distribution of overtime shall continue in effect. If, in any local bargaining unit, it is shown that an employee has not properly shared in the distribution of overtime, the Local Management will make adjustment in future overtime schedules. The Local Union will cooperate with the Local Management in meeting overtime schedules by lending whatever assistance is necessary to meet such schedules.

ARTICLE VIII WAGES

Sec. 1 Wage Scales

The hourly wage rates as established by this Agreement for the respective job classifications at the locations covered by this Agreement, and the effective dates thereof, shall be incorporated in a local wage exhibit at each plant.

Pursuant to negotiating this Master Agreement for the local bargaining units which appear in Appendix A of this Agreement, the parties agree that the jobs which have been classified and which are exhibited in each local memorandum executed in conformance with the terms of this Master Agreement, have been classified jointly on the basis of a uniform relative ranking program which shall hereafter be maintained by the Company. The only exceptions to the rankings referred to above are indicated by an asterisk on the local job ranking exhibit.

Sec. 2 Basis for Establishing Wage Rates

This Section sets forth the basis on which existing wage rates have been established and on which rates for new and changed jobs will be established.

It is recognized that the greatest opportunity for increased job security, wages and other benefits for the employees covered by this Agreement will result from increased productivity. Such increased productivity must, to a large degree, result from improved materials and manufacturing processes, and increased productivity on the part of individual employees. The Company has a responsibility to its employees to see that the above improvements are accomplished and the employees and the Union have a responsibility to assist the Com-

pany in the accomplishment of these improvements by fulfilling the basic principles of a full day of effort on the part of each employee.

It is understood and agreed that hourly wage rates are established on the basis of the employee performing the highest primary function of the job at a reasonable pace; further, that rates have been and will be established without regard to the factors of speed of operations or employee workload.

Sec. 3 New or Changed Jobs

It is recognized that changing conditions and circumstances may from time to time require the establishment of wage rates for new positions created or the changing of wage rates because of combining jobs or due to major changes in methods or equipment which cause a material change in the work content and/or other attributes which are requirements of the job. In the event that the Company establishes a new job or substantially changes an existing job, the following procedure shall apply:

(a) A rate will be established as agreed upon between the Company and the Union. In setting the rate the Company and the Union will base their determination on the requirement of performing the highest primary function of the job, at a reasonable pace, without regard to the factors of speed of operation or employee workload. It is recognized that changes in manufacturing methods may decrease the job requirements, leave the job requirements unchanged, or increase the job requirements. It is agreed by the Company and the Union that job rates for new or changed jobs shall relate to established rates of jobs with like or similar job requirements.

(b) Management will inform the Union of the reason for changing an existing job or establishing a new job. Management will develop a job description and a rate for the new or changed job and put it into effect for a trial period of thirty (30) days of operation. The Union will cooperate fully in giving the change a fair trial.

(c) Within ten (10) days after such trial period, the Union may file a grievance, in accordance with the procedure established in Article XIII, Grievance Adjustment, to correct any alleged inequities in the rate. The rate will remain in effect until the grievance is settled; and, if any change is made, it will be retroactive to the date the rate was first established.

(d) For the purpose of this Section it is understood that in the event the parties fail to agree the grievance will be submitted to a joint committee comprised of representatives from the International Office of the Union and the Head Office of the Company who will attempt to reach agreement on the job rate. In the event the joint committee fails to agree on a job rate the matter will be referred back to the Local Union for arbitration if so desired.

Sec. 4 Group Leaders

(a) The term "group leader" as used herein refers to a job on which the employee has the responsibility of directing the work of a group of employees on other hourly jobs and may be required to perform some of the same work as that of the group directed. The direction usually consists of activities such as required to:

1. Plan work to be performed by the group.

2. Determine "on-the-job" working procedures in case of repair and maintenance work.
3. Arrange for necessary tools, supplies and facilities.
4. Assign and instruct members of the group.

Such direction does not include activities such as being required to:

1. Hire, promote, demote, suspend or discharge members of the group.
2. Represent the Company in handling employee grievances.
3. Determine the schedule of hours, days and weeks during which members of the group shall work.

(b) In determining the rate of a group leader job, the following shall apply:

1. Consider all jobs in the group to be led and select the highest classified job within the group for which the group leader must be qualified and on which the group leader may be required to perform from time to time, such job being termed the "basic job" from which to determine the rate of the group leader job.

2. An employee designated by the Company as a group leader will be paid as follows: (1) the standard hourly rate of three job classes higher than the standard hourly rate of his regular job, or (2) the standard hourly rate of three job classes higher than the standard hourly rate of the "basic job" within the group defined above, whichever is higher.

(c) The designation of an employee to the job of group leader will not be considered an

employee's regular job, hence he will be paid the differential provided above only for those shifts actually worked as a "group leader" when so assigned by the Company. An employee assigned as "group leader" for part of a shift will be paid as a group leader for the entire shift. No rate retention practices shall apply.

The Company will determine when or where group leaders are required. In selecting group leaders it is recognized that included within the requirements of ability to perform the required work is the ability to perform satisfactorily the duties of group leader as set forth in this Sec. 4. While preserving its right to select group leaders, Local Management shall, to the extent practical, follow seniority in so doing.

Exception to this Section

An employee who prior to the date of signing this Agreement received a rate for performing as group leader which is in excess of the rate provided for group leaders in this Agreement shall be paid such rate when he is assigned as a group leader.

Sec. 5. Instructors

(a) The term "instructor" as used herein refers to an hourly rated job established with the primary function being to teach trainees or other employees:

1. under classroom circumstances;
2. on the job under plant operating conditions.

This term "instructor" will not apply to employees working on jobs wherein the basic duties contain the responsibility for giving directions to others, such as teaching apprentices a trade, and giving instruction and direction to

assistants, helpers, operators, machine tool operators, etc.

(b) An employee designated by the Company as an instructor will be paid as follows:

1. The standard hourly rate of two job classes higher than the standard hourly rate of his regular job, or
2. The standard hourly rate of two job classes higher than the highest standard hourly rate of any of the jobs on which the employees are being instructed, whichever is higher.

(c) The designation of an employee to the job of "instructor" will not be considered an employee's regular job, hence he will be paid the differential provided above only for those shifts actually worked as an "instructor" when so assigned by the Company. An employee assigned as "instructor" for part of a shift will be paid as an instructor for the entire shift. No rate retention practices will apply.

Sec. 6 Pay Practices on Transfers and Reassignments

It is agreed that pay practices currently in effect at each of the locations covered by this Agreement, with respect to transfers or reassignments of employees from higher to lower rated jobs or from lower to higher rated jobs, will be continued in effect unless and until changed by mutual agreement. Such existing practices shall be reduced to writing and shall become a part of this Agreement.

Sec. 7 Report Pay

(a) *Notification to Report*

1. Any employee who is not specifically in-

structed by the end of the last shift he worked or at least twelve (12) hours before his regular starting time not to report for work shall be considered as having been scheduled to report for work.

2. Any employee who is absent from work must notify the Personnel Department of his intention to return to work in order to be eligible for pay provided in (b) or (c) below. This notice must be received at least one (1) hour before the end of the day shift preceding the day he intends to return to work.

(b) Pay When No Work Is Available

If the work for which the employee was scheduled to report is not available or if no substitute work within his qualifications to perform is available, he shall be paid for eight (8) hours work. If the employee refuses the substitute work, he will not get the eight (8) hours pay.

(c) Pay When Some Work Is Available

If the employee actually begins work at the start of a shift and the work for which he reported or the substitute work within his qualifications to perform lasts less than eight (8) hours, he shall nevertheless be paid for eight (8) hours. If, after beginning work, the employee refuses to accept the substitute work in order to complete eight (8) hours work, he shall be paid only for the actual time worked.

This Paragraph (c) shall not apply when by mutual agreement the plant works four (4) hour shifts on Christmas and/or New Year's Eve.

(d) Applicable Rate

The pay for work referred to in Paragraphs (b) and (c) above will be the straight

time hourly rate for the job the employee was scheduled to report on except where the work for which the employee was scheduled would have been paid for at overtime rates, in which case it will be paid for at the applicable overtime rate but only for four (4) hours.

(e) Circumstances Outside the Company's Control

The provisions of this Section shall not apply if failure to provide work is due to circumstances outside the Company's control such as but not limited to fire, flood, storm, failure of utilities or a labor dispute.

Sec. 8 Call-Out Pay

If an employee is recalled for emergency work after having completed his regular shift and has left the Company premises, he shall be paid double time for all hours worked on recall up to the time that he ordinarily would begin his next regular shift. In any case, he shall be paid for not less than two (2) hours at double time, except that he shall only be paid for the actual hours worked if called in less than two (2) hours before the starting time of his scheduled shift.

The work day practices for 62 Cannery Equipment Service and 63 Can Handling Systems Department employees when assigned outside service are excepted from this Section.

Sec. 9 Pay for Jury Duty

The Local Management shall pay an employee, provided he would otherwise be working, who is required for jury service, for each day of service, the difference between his average straight time hourly rate for the number of hours he normally works on his regular shift

(and would have worked had he not been performing jury service), but not more than eight (8) hours, and the payment he receives for jury service. The employee must present proof of service and the amount of jury pay received.

Average straight time pay will be figured on the basis of the employee's pay for the hours actually worked during the last week in which he did any work before he was called to jury service.

This Section will not apply where an employee voluntarily seeks jury service.

Sec. 10 Shift Differentials

A shift differential of 10¢ per hour will be paid each employee for hours worked on a second shift, and 12½¢ per hour for hours worked on a third shift. Shifts shall be defined in accordance with Sec. 6 of Article VI (Hours of Work).

Exceptions: Shift differentials being paid prior to the date of the signing of this Agreement which are in excess of the shift differentials provided for in this Section shall remain in effect without change during the term of this Agreement.

Sec. 11 Cost-of-Living

The cost-of-living adjustments in each local unit which are now seventeen cents (\$.17) per hour shall remain at that level without change until January 1, 1961. Those cost-of-living adjustments which are below seventeen cents (\$.17) per hour shall be increased to seventeen cents (\$.17) by October 1, 1960 in accordance with the provisions of the local wage agreements entered into under the terms of this Agreement.

(Changes in the cost-of-living adjustment will be based upon the rise or fall of the Consumer

Price Index of the Bureau of Labor Statistics. There shall be added to the straight time hourly earnings of each employee a cost-of-living adjustment in accordance with the following table and limits:

B.L.S. Consumer Price Index	Cost-of-Living Adjustment
122.0 — 122.4	13¢
122.5 — 122.8	14
122.9 — 123.3	15
123.4 — 123.7	16
123.8 — 124.2	17
124.3 — 124.6	18
124.7 — 125.1	19
125.2 — 125.5	20
125.6 — 126.0	21
126.1 — 126.4	22
126.5 — 126.9	23
127.0 — 127.3	24
127.4 — 127.8	25
127.9 — 128.2	26

and so forth with a one-cent change in the adjustment for each 0.4 or 0.5 point change in the index, whichever is appropriate, based upon the sequence of changes set forth in the above table.

Changes in the cost-of-living adjustment shall be made if appropriate commencing with the first pay period beginning after January 1, 1961 and January 1, 1962 based upon the Consumer Price Index as of May 15, 1960 and May 15, 1961 respectively.

No decrease in the cost-of-living adjustment shall be made unless the Consumer Price Index drops sufficiently to provide for a two (2) cent reduction in the cost-of-living.

As a limitation on the foregoing the maximum total adjustment which can become effective on January 1, 1961 is twenty (20) cents and

on January 1, 1962, twenty-three (23) cents including the cost-of-living adjustment effective immediately prior to these dates.

(The provisions of this Section are not applicable to Seattle 31.)

ARTICLE IX HOLIDAYS

Sec. 1 Recognized Holidays

The following shall be considered holidays under this Agreement:

New Year's Day	Election Day
Good Friday	(first Tuesday after the first Monday in November)
Memorial Day*	
Independence Day	Thanksgiving Day
Labor Day	Christmas Day

* By local agreement another day of greater local significance may be substituted. Present practice of other substituted holidays will remain in effect. Such substituted holidays are not subject to change during the life of this Agreement.

If any of these holidays falls on Sunday, the following Monday will be considered the holiday.

Sec. 2 Pay for Unworked Holidays

An employee who does not work on a holiday listed in Sec. 1 above shall be paid for that holiday for the number of straight time hours he normally works on his regular shift but not more than eight (8) under the following conditions:

(a) If the Local Management finds it necessary to schedule an employee to work on a holiday and the employee does not report for work that day, he will not get any pay for the

holiday unless he fails to report or to perform such work because of illness or because of death in the immediate family (mother, father, mother-in-law, father-in-law, children, brother, sister, husband, wife, or grandparents), or because of similar good cause.

(b) If a holiday occurs when an employee is absent due to sickness, absent on an approved leave of absence or absent due to layoff, he will be paid for that holiday provided that he must have worked during the calendar week in which the holiday occurs or the prior calendar week.

An employee who is absent because of industrial injury sustained while in the employ of the Company will be paid for any holiday falling within the regular waiting period preceding payment of Workmen's Compensation provided the Plant Nurse or Doctor authorises the absence and during the period he is being paid regular weekly Workmen's Compensation. (This does not include any period covered by installment payments of award settlements.)

(c) Holiday pay allowance shall be computed on the basis of the average straight time earnings per hour for the hours actually worked during the last full week worked before the week in which the holiday falls.

Exceptions to this Section

An employee who is terminated prior to a holiday and prior to his acquiring continuous service shall not be paid for that holiday.

Sec. 3 Holidays During Vacation

If any of the eight recognised holidays for which an employee would have been paid though he did not work occurs during the employee's vacation, he shall be paid for the holiday.

day not worked on the same basis as he would have been had the holiday not occurred during his vacation. This is in addition to his vacation pay.

An employee may, however, be allowed an extra day's vacation with pay instead of the extra day's pay if he arranges for it with Local Management before leaving on his vacation and if it will not interfere with the plant vacation schedule.

Sec. 4 Pay for Holidays Worked

An employee who is required to work any of the observed holidays will receive the holiday pay provided for in Sec. 2 above. In addition, he will receive one and one-half ($1\frac{1}{2}$) times his regular straight time hourly rate for the first eight (8) hours of work and two and one-half ($2\frac{1}{2}$) times his regular straight time hourly rate for all hours he is required to work over eight (8).

ARTICLE X CONTINUOUS SERVICE

Sec. 1 Definition

The term "continuous service" as used in this Agreement represents continuous service with the Company and means, unless otherwise specified, service prior to retirement calculated from the employee's last hiring date (that is, in the case of a break in continuous service, continuous service shall be calculated from the date of re-employment following the last break in continuous service) in accordance with the Company's established practices prior to the effective date of this Agreement, and thereafter in accordance with the following provisions:

(a) There shall be no deduction for any time lost which does not constitute a break in con-

tinuous service except the portion of any continuous absence in excess of two (2) years (in event of removal of a break in continuous service) and except time on pension under this Agreement or any other pension or retirement plan of the Company.

(b) Continuous service shall be computed to the nearest full month, with any fractional part of a month of less than fifteen (15) days disregarded.

(c) Continuous service shall be broken by:

1. Quit; or
2. Discharge for just cause, provided that if the employee is rehired at the same plant within six (6) months, the break in continuous service shall be removed; or
3. Absence for three (3) consecutive working days without notifying the Local Management, unless the employee produces a good and sufficient cause for not notifying the Local Management; or
4. Failure to return to work from layoff within three (3) working days from date of recall, unless the employee produces a good and sufficient cause for not reporting. If, however, the employee is engaged in other employment at the time of recall, the employee shall be granted five (5) additional work days leave if the employee requests it within the first three (3) days after recall and if he specifically states his intention to return at the end of the five (5) day additional period; or
5. Failure to return to work at the end of an approved leave of absence; or
6. Permanent shutdown of a plant with respect to which any employee should re-

ceive any severance allowance under any agreement between the parties hereto; or

7. Anything in this Agreement or any local practices to the contrary notwithstanding, absence due to a layoff, approved leave of absence, a physical disability or permanent shutdown of a plant with respect to which the employee does not receive a severance allowance, any of which continues for more than two (2) years except that absence in excess of two (2) years due to a compensable disability incurred during course of employment with the Company shall not break continuous service, provided such employee returns to work within thirty (30) days after final payment of statutory compensation for such disability; provided that if the employee is rehired within a period from the time the absence commenced equal to his continuous service when the absence commenced up to a maximum of five (5) years, the break in continuous service shall be removed; provided, however, that continuous service shall not be considered to be broken by absence of any employee who subsequent to May 1, 1940 entered the Armed Forces or Merchant Marine service of the United States, and who has reemployment rights under the law and complies with requirements of the law as to reemployment and is reemployed.

Continuous service shall also include recognized continuous service in any subsidiary of the Company and in any company whose stocks or properties shall have been acquired before the effective date of this Agreement. Transfers between such companies will not constitute a break in an employee's continuous service.

Continuous service shall also include service

of employees in the employ of any company whose stocks or properties shall have been acquired thereafter only if and to the extent that credit for continuous service shall be granted by the Company to such employees.

Sec. 2 Application

The provisions of this Article shall be uniformly applied to all bargaining units covered by this Agreement with the exception of probationary, temporary or seasonal employees as defined in the local Memoranda for 12 San Jose, 40 Omaha and 74 Mankato whose continuous service will be governed in accordance with the terms of the applicable local Memorandum.

ARTICLE XI SENIORITY

Sec. 1 Purpose

(a) The purpose of the seniority provisions of this Article is to provide the maximum job security and promotional opportunities for all employees based on seniority and continuous service while giving full consideration to efficient plant operations.

(b) The provisions of this Article shall be adopted uniformly in all bargaining units covered by this Agreement (other than for probationary, temporary or seasonal employees as defined in the local Memoranda for plants 12 San Jose, 40 Omaha and 74 Mankato whose seniority will be governed in accordance with the terms of the local Memorandum) and no local rules which may be in conflict with these provisions shall continue in effect after the effective date of this Agreement.

(c) On matters not covered by this Article, the local seniority rules which were in writing

and in effect immediately prior to the effective date of this Agreement will remain in effect for the life of this Agreement except as they may be changed by mutual agreement.

Sec. 2 Probationary Period

(a) An employee shall be considered as a probationary employee and shall not attain seniority status during his first thirty (30) days of work after initial employment or reemployment following a previous layoff or layoffs. During such period there will be no seniority for such probationary employee and his employment may be terminated, or he may be laid off by the Company for any reason. No grievance will be presented in connection with such termination or layoff except on the grounds of discrimination as defined in Article 11 or because of his membership in the Union.

(b) After an employee has attained seniority status with the Company he will cease to be a probationary employee and he will be placed on the appropriate seniority list as of the date thirty (30) calendar days prior to the date he completed his probationary period and his seniority shall be computed from that date.

Sec. 3 Leave of Absence

An employee's seniority shall accrue during the term of any approved leave of absence provided his continuous service is not broken.

Sec. 4 Transfer Out of Bargaining Unit

Any employee who is transferred to a non-supervisory job outside his bargaining unit and who is subsequently reinstated by mutual agreement to a job within the same bargaining unit shall then be credited with the seniority that he had as of the date of his transfer out of the

bargaining unit. If an employee is transferred to a supervisory position outside his bargaining unit he will be granted seniority as of the date of such transfer if he is subsequently reinstated to a job in the same bargaining unit.

Sec. 5 Notification of Recall

(a) An employee will be considered recalled to work if he is personally notified by telephone, orally in person, or if notice is sent either by letter, telegram or other reliable means, to the last address on record in the Personnel Department.

(b) Employees must keep the Personnel Department up-to-date on their addresses and telephone numbers.

(c) The Local Management will supply the Local Union a list of employees recalled to work, indicating date of recall as well as date employee was directed to report, or will follow such other locally agreed upon procedure. Such action shall be taken promptly.

Sec. 6 Preferential Employment Consideration

(a) An employee covered by this Agreement who has been laid off and who in the opinion of the Company is qualified for a job which may be available within another bargaining unit at another plant of the Company which is covered by this Agreement shall be given insofar as possible, preference for such job over persons never employed by the Company, provided he personally makes application at such plant or plants in which he desires employment.

(b) Any such laid off employees seeking preferential employment shall be subject to the same local rules and qualifications applicable to any other newly-hired employee.

Sec. 7 Loss of Seniority

An employee will lose all seniority if his continuous service with the Company is broken as set forth and defined in Article X, Continuous Service.

Sec. 8 Seniority Lists

(a) The Local Management will prepare accurate seniority lists at the end of each calendar quarter. These seniority lists will be posted on the appropriate plant bulletin boards. Employees names will appear on the seniority lists in order of their seniority unit date.

(b) Where two or more employees were hired on the same date but prior to the effective date of this Agreement, their standing on the seniority roster shall be determined in accordance with existing local practices. On and after the effective date of this Agreement, new employees hired on the same date will be added to the appropriate seniority roster in alphabetical sequence of their last names as of the date of hire.

Sec. 9 Aged and Partially Incapacitated Employees

Aged or partially incapacitated employees who have given long and faithful service in the employ of the Company will be given preference for such light work as they are able to perform. Such employees will be paid the established rate for the job which they perform.

If the assignment of such employees to lighter work will adversely affect the seniority status of any other employee in the seniority unit to which they are assigned, the assignment shall only be made after approval of the Local Union Committee.

Sec. 10 Effect of Seniority Changes

There will be no retroactivity on any changes required by the application of any of the provisions of this Seniority Article.

ARTICLE XII VACATIONS

Sec. 1 Eligibility

(a) Upon completion of twelve (12) months of continuous service (but not less than 1000 hours of work), each employee immediately becomes entitled to one week of vacation with pay.

(b) After the first year of continuous service which entitles an employee to one week of vacation as stated in Paragraph (a) above, an employee who has less than three years of continuous service will be entitled to vacation with pay during his second and third years of employment based on the number of hours worked during the previous calendar year, as outlined in the following schedule:

Hours Worked in Previous Calendar Year	Vacation Allowance
1000 hours or more	One week's pay (not less than 40 hours or more than 48 hours)
800 hours or more but less than 1000	Three working days (24 hours)
600 hours or more but less than 800	Two working days (16 hours)
400 hours or more but less than 600	One working day (8 hours)

(c) An employee must have been actively employed at some time during the calendar year to be eligible for vacation with pay during that calendar year. No vacation or any part thereof

shall be carried over from one calendar year to another.

(d) Upon the date of completion of three (3) years of continuous service, and in the succeeding years of employment with no break in continuous service until he completes ten (10) years of continuous service, an employee will be eligible for two (2) weeks of vacation with pay (not less than 80 hours nor more than 96 hours).

(e) Upon the date of completion of ten (10) years of continuous service and in the succeeding years of employment with no break in continuous service until he completes fifteen (15) years of continuous service, an employee will be eligible for two (2) weeks of vacation with pay (not less than 80 hours nor more than 96 hours) and shall be paid an additional one-half week's vacation pay (not less than 20 hours nor more than 24 hours). This additional vacation pay shall be paid at the same time as the regular vacation pay.

(f) Upon the date of completion of fifteen (15) years of continuous service, and in the succeeding years of employment with no break in continuous service until he completes twenty-five (25) years of continuous service, an employee will be eligible for three (3) weeks of vacation with pay (not less than 120 hours nor more than 144 hours).

(g) Upon the date of completion of twenty-five (25) years of continuous service, and in the succeeding years of employment with no break in continuous service, an employee will be eligible for four (4) weeks of vacation with pay (not less than 160 hours nor more than 192 hours).

(h) Hours of work mentioned in Paragraphs

(a) and (b) include all time lost because of:

1. Established illness or injury up to a period of thirteen (13) consecutive weeks for any one absence. Substantial proof of such illness or injury must be provided by the employee upon return to work after any absence caused by such illness or injury.
2. Hours of vacation.
3. Time spent in the Armed Services.

Sec. 2 Rate of Vacation Pay

The hourly rate of vacation pay will be the average straight time hourly rate for the first four of the last five weeks prior to the beginning of the vacation period.

Appropriate adjustment shall be made where necessary so that the vacation pay for any part of a vacation occurring after a general increase in wages shall reflect such increase.

Employees who qualify for a full week's vacation and also those who qualify for the additional one-half week's pay or the additional week or weeks) will receive a week's pay computed as follows:

(a) The total of all hours worked in the previous calendar year will be divided by the number of weeks in which the employee has worked. This average will be multiplied by the rate of vacation pay mentioned in the first paragraph of this Section.

(b) In no case will the hours mentioned in the foregoing Paragraph (a) be less than forty (40) or more than forty-eight (48).

Sec. 3 Payment of Regular Wages

Pay earned by an employee during the pay period prior to his vacation period, and which becomes payable and is available on the pay

day during his vacation period, will be paid on the first day the employee returns to work after the vacation period unless called for on the pay day.

Sec. 4 Vacation Pay on Termination

When an employee who is eligible for a vacation is laid off for an indefinite period, or quits, or is discharged, before taking his vacation, the vacation pay to which he is entitled under this vacation plan will be paid at the time of such termination of layoff.

Sec. 5 Time of Vacation

Vacations will be taken at such time of the year as will not interfere with the efficient scheduling of operations in the plant, and must be arranged and approved by the Local Management. Insofar as possible, employees with the longer length of service will be given their preference as to the time of their vacations. Should an employee receive a temporary layoff during the slack period, or an emergency layoff (due to shortage of materials, etc.), the employee may elect to receive his vacation pay during such layoff.

Vacations must be taken annually and are not cumulative.

The Local Management will give such advance notice of changes in vacation schedules as is practicable to employees who have scheduled vacations and have received Local Management approval for such scheduled vacations.

ARTICLE XIII GRIEVANCE ADJUSTMENT

Sec. 1 Definition

A grievance is defined as any difference between the Local Management and the Union or

employees as to the interpretation or application of, or compliance with, this Agreement respecting wages, hours, or conditions of employment.

An employee who has a request or complaint which is not a grievance as defined above, will be given every opportunity to take it up with his Grievance Representative and his Foreman.

Sec. 3 Grievance Representative

The Local Union will notify Local Management in writing of the name or names of the Grievance Representative chosen from among the employees and accredited to adjust grievances with Local Management.

The present practices as to number of Grievance Representatives at each location shall remain in effect.

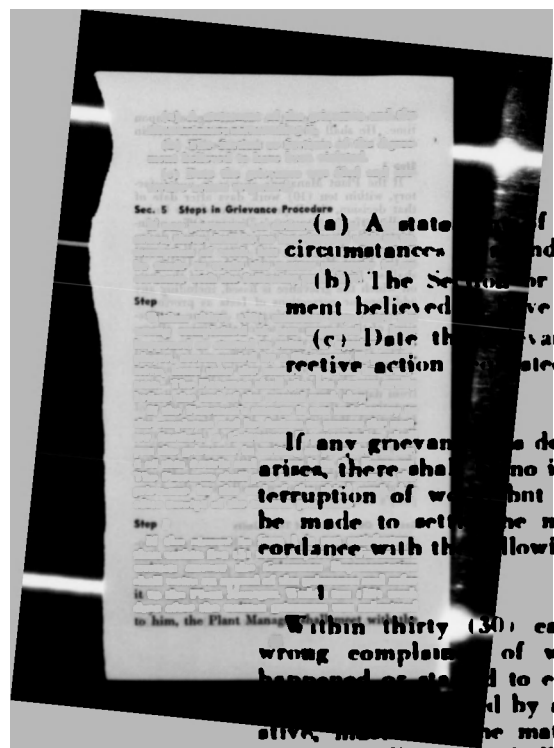
Sec. 3 Time Off for Grievance Work

The Grievance Representative, or Representatives, will have reasonable time off from their regular work to handle grievances within their respective departments and, where necessary, to investigate other grievances, and to attend grievance meetings with Local Management. They will not lose any pay for this time off.

When a Grievance Representative has to leave his place of work to handle grievances in his own or another department, he must get permission from his department Foreman. When he goes into another department, he must obtain permission of the Foreman of the department before talking with any employee at his work. Such permission will not be unreasonably withheld.

Sec. 4 Written Grievances

Written grievances submitted by the Local Union shall set forth the following:



- Sec. 4 Steps in Grievance Procedure
- (a) A statement of the grievance and the circumstances surrounding it.
- (b) The Section or Sections of the Agreement believed to have been violated.
- (c) Date the grievance was filed and corrective action requested.

If any grievance (as defined in Sec. 1 above) arises, there shall be no interference with or interruption of work until an earnest effort shall be made to settle the matter promptly in accordance with the following procedure:

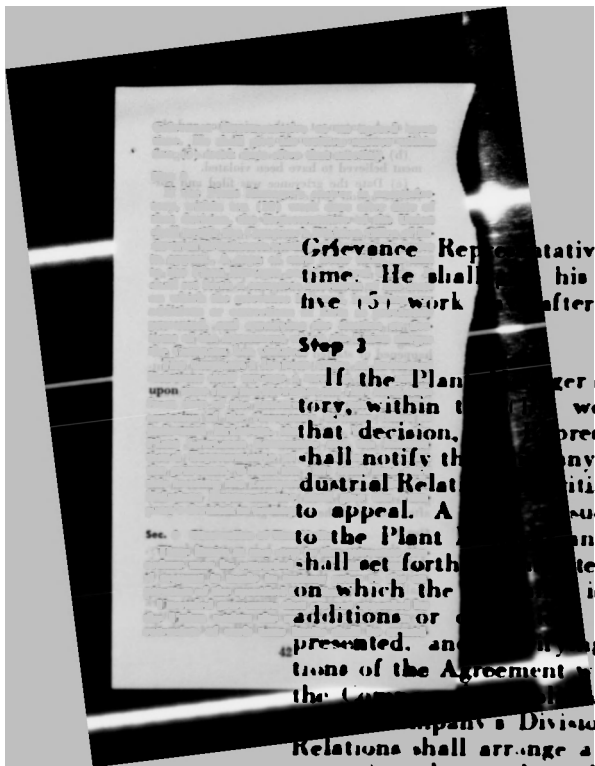
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Within thirty (30) calendar days after the wrong complained of was supposed to have happened or stated to exist, the aggrieved employee shall be met by a Grievance Representative, must bring the matter up with his Foreman. The Foreman shall give his answer orally before the end of the second work day.

If the Foreman's answer is not satisfactory to the employee and he desires to pursue the matter further, a Grievance Representative shall put the grievance in writing as provided in Sec 4 of this Article and present it to the Foreman. The Foreman shall give a written answer to the grievance by the end of the third work day after receipt of the written grievance.

2

If the answer to Step 1 is not satisfactory, then within five (5) work days of the Foreman's written answer the Grievance Representative shall write an appeal of the grievance and refer it to the Plant Manager. Within ten (10) work days after the written grievance was submitted



Grievance Representative at an agreed upon time. He shall give his written answer within five (5) work days after that meeting.

Step 2

If the Plant Manager's answer is unsatisfactory, within ten (10) work days after date of that decision, the Representative of the Union shall notify the Company's Division Office of Industrial Relations stating the Union's desire to appeal. A copy of such letter shall be sent to the Plant Manager and the Local Union. It shall set forth a concise statement of the facts on which the appeal is based, including any additions or omissions of facts as previously presented, and citing the Section or Sections of the Agreement which the Union alleges the Company has violated.

The Company's Division Office of Industrial Relations shall arrange a meeting at an agreed time (but not later than ten (10) work days from date of the Union's letter) with a Representative of the Company's Division Office of Industrial Relations, the Plant Manager, the Plant Grievance Committee and the International Representative of the Union to adjust the grievance. Within ten (10) work days after this meeting the Company's Division Industrial Relations Representative shall give the Company's decision in writing.

6. Observance of Time Limits

Time limits at any step in the grievance procedure may be extended by mutual agreement, if request is made in writing prior to the expiration of the specified time limit.

Unsettled grievances that are not appealed by the Union within the specified time limits or extension of such time limits shall be deemed

erced as withdrawn. Any grievance that is not answered by the Company within the time limits as specified or extension of such time limits shall be considered as having automatically moved to the next step.

Sec. 7 Minutes

Beginning with the second step the Local Management will keep minutes which will include a statement of those present, a copy of the grievance, the position taken by the Union, the position taken by the Company, and the decision reached. A copy of these minutes will be promptly given to the Union.

Sec. 8 Arbitration

If a mutually satisfactory conclusion is not reached through the steps in the grievance procedure set forth in Sec. 5 of this Article, and if the National Chairman of the Union Negotiating and Administrative Committee and a Representative of the Company's Head Office fail to agree, they shall submit the grievance to arbitration. They shall write a statement of the specific issue to be submitted to the arbitrator. The arbitration shall proceed in accordance with the following:

- (a) The parties shall agree on an arbitrator to hear the grievance. If they do not select a mutually acceptable arbitrator within ten (10) calendar days of their decision to arbitrate the grievance, they shall prepare a written request to the Federal Mediation & Conciliation Service for a panel of arbitrators. In the event that they fail to agree upon an arbitrator from this panel of arbitrators, within seven (7) calendar days of its receipt, they will immediately at the end of that period, make a joint request in writing to the Federal Mediation &

Conciliation Service to appoint an arbitrator whose name was not on the original panel.

(b) The decision of the arbitrator shall be final and binding on the parties, and shall be in accordance with the terms and conditions of this Agreement. The arbitrator shall not have authority to alter or amend in any way the provisions of this Agreement.

(c) The arbitrator's fees and expenses, and any clerical or stenographic expense mutually agreed to, shall be borne equally by the Company and the Union.

Sec. 9 Retroactivity of Awards and Settlements

Arbitration awards or grievance settlements by the Company shall not be made retroactive beyond the date of the occurrence or non-occurrence of the event on which the grievance is based. In no event however shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed except as provided for in Article XIV, Sec. 1, Discharge & Discipline.

Sec. 10 Access to Plant by Union Representative

If an authorized Union representative who is not employed by the Company wants to speak to Local Union representatives in the plant about a grievance or other official Union business, he should first get permission from the Plant Manager or the Personnel Supervisor. These talks will be arranged so that they will not needlessly interfere with production.

ARTICLE XIV DISCHARGE AND DISCIPLINE

Sec. 1 Disciplinary Procedure

The Local Management will not discharge or discipline an employee without first warning

him, unless the facts warrant immediate suspension or discharge. Oral warnings will be given in the presence of a Grievance Representative, if practicable; all written warnings will be given in the presence of a Grievance Representative. In any discharge or disciplinary action, the Local Management shall not consider any previous disciplinary measures involving such employee which occurred one year or more preceding the situation which brought about this disciplinary action.

Any disciplinary action or discharge cases which develop into grievances must be filed by the Grievance Committee in writing within five (5) working days after the date of disciplinary action or discharge. Such cases will be handled under the Grievance Procedure commencing with Step Two.

Sec. 2. Reinstatement

If either the Local Management or an arbitrator decides that an employee has been disciplined or discharged unfairly, Local Management will put him back on his job with no loss of seniority. Unless Local Management and the Union agree on a lesser settlement, or unless an arbitrator directs a lesser settlement, the Local Management will pay the employee his average straight time pay for the time he actually lost. Average straight time pay as used in this Section means regular straight time hourly earnings for the last two pay periods worked before the employee was laid off or discharged, but not to exceed forty hours pay per week.

**ARTICLE XV LEAVE OF ABSENCE
WITHOUT PAY**

Sec. 1. Leave for Personal Reasons

(a) An employee will be allowed a thirty

(30) calendar day leave of absence without pay for personal reasons if:

1. He requests it from the Local Management in writing, and

2. The Local Management believes the leave is for a good reason and does not interfere with local operations, except in emergency situations when leave will be granted regardless.

If, however, the employee takes a job elsewhere during the leave of absence without joint approval of the Local Management and the Union, he will be considered as having quit.

(b) A leave of absence may be extended for additional thirty (30) calendar day periods if there is a good reason and the Local Management and the Union agree to it. The employee must request the extension in writing before his present thirty (30) calendar day leave is up.

(c) If such accumulated consecutive leaves of absence exceed two (2) years, the employee's continuous service shall be deemed broken.

(d) The Union will be notified of all leaves granted under this Section.

Sec. 2 Leave to Attend Union Conventions or National Negotiations

(a) Employees, not to exceed three (3) from any one plant, when properly elected or appointed by the Union, shall upon written application at least one week in advance be granted a leave of absence without pay, for a period not to exceed three (3) weeks, plus reasonable travel time, to attend National or State Union Conventions.

(b) Under the same conditions as in (a) above, reasonable periods of time for travel and attendance will be granted for participa-

tion in Master Contract negotiations between the Company and the Union.

Sec. 3 Leave for Union Business

Any Local Union member who is an employee of the Company shall be given, upon written request from the employee and the Union, a leave of absence without pay not to exceed a period of two (2) years for the purpose of working for the Local or District Lodge or the International Union. Not more than two employees from each plant may be on leave under this Section at any one time.

Sec. 4 Maternity Leave

(a) Female employees shall not continue to work past the fifth month of pregnancy and shall not return to work until two (2) months following delivery. Maternity leave shall be for six (6) months, except that when the employee presents a signed physician's certificate indicating the employee must cease work prior to the fifth month of pregnancy, maternity leave shall be from the date of leaving work until two (2) months following delivery.

(b) If the employee presents a signed physician's statement certifying that the employee is totally disabled due to complications arising out of pregnancy, maternity leave may be extended up to six (6) months following the date such disability commenced and in no event later than six (6) months following the date of delivery or miscarriage.

Sec. 5 Failure to Return from Leave

Any employee granted leave of absence under any of the provisions of this Article who does not return to work upon the expiration of such approved leave of absence (unless extended)

shall be deemed to have terminated employment with continuous service broken.

Sec. 6 Application

The provisions of this Article shall be uniformly applied to all bargaining units covered by this Agreement with the exception of probationary, temporary or seasonal employees as defined in the local Memoranda for plants 12 San Jose, 40 Omaha and 74 Mankato whose leave of absence provisions will be governed by the applicable local Memorandum.

ARTICLE XVI TRAINING

Sec. 1

To insure an adequate future supply of fully trained and qualified Journeymen and skilled employees for those trade and skilled jobs which are or may be covered by the terms of this Agreement, uniform Apprenticeship and Skilled Training Programs are established in Appendix B and Appendix C to this Agreement which become a part of this Agreement.

Sec. 2

The uniform Apprenticeship and Skilled Training Programs referred to in this Article are applicable to all bargaining units covered by this Agreement where the need exists for such training.

Sec. 3

Appendix B--Training Programs--Apprentice Standards includes Apprenticeship Program procedure and standards for the following trades:

1. Machinist
2. Tool and Die Maker
3. Electrician

4. Other trades which the Local Management may determine necessary.

Sec. 4

Appendix C—Training Programs—Skilled Trainees—includes Skilled Trainee Programs procedures and standards for the following skilled jobs:

1. Production Equipment Maintainers
2. Inspectors
3. Other skilled jobs which the Local Management may determine necessary.

ARTICLE XVII SAFETY AND HEALTH

Sec. 1 Purpose

The Company and the Union, recognizing that high standards of safety and health are necessary to prevent industrial injury and illness, agree to cooperate fully to that end.

The Local Management shall continue to make reasonable provisions, including first aid facilities, for the safety and health of its employees at the plant during the hours of their employment. Such protective devices as are deemed necessary by the Local Management to properly safeguard the health of the employees and protect employees from injury shall be provided by the Local Management where required as a condition of employment. Employees must use the safety equipment provided. Local Management may discipline any employee who fails to observe its safety rules.

Sec. 2 Safety and Health Committees

A Joint Safety and Health Committee will be established and a regular meeting will be held once a month, during working hours. The Com-

mittee members will not lose any pay for the time they are attending this regular monthly meeting. This Committee will assist the Local Management in carrying out its accident prevention and health program. The Local Management will give consideration to the unanimous recommendations of the Committee that are practical and feasible.

This Section is applicable where the entire plant is represented by the International Association of Machinists. In other instances one (1) member of the unit shall be on the Safety and Health Committee.

Sec. 3 Medical Examinations

In the interest of employee safety and health, the Joint Safety and Health Committee will act in an advisory capacity and will be consulted in cases where in the Local Management's opinion an employee who has been absent due to serious illness or injury should be requested to take a medical examination by a medical doctor chosen by the Company upon his return to work. The purpose of this examination will be to assure the individual, the Local Management and the Local Union that the employee is not assigned to duties harmful to the safety and health of himself and/or other employees. The Local Management will make every effort to properly place an employee, requiring either temporary or permanent consideration under this Section.

Sec. 4 Pay on Day of Injury

An employee hurt in an industrial accident will be paid for the hours lost receiving medical care on the date he was hurt at his straight time hourly base rate. If the attending doctor or nurse thinks the employee should not go

back and finish out the work day, he will be paid for the balance of his standard work day.

ARTICLE XVIII BULLETIN BOARDS

The Company will provide Union bulletin boards in each of the respective plants for the purpose of posting Union notices, official papers, and bulletins. Nothing of a political or controversial nature will be posted. Bulletin boards will be covered by glass and kept locked. Only duly authorized representatives of the Union and such representatives as the Company may designate will be given keys.

ARTICLE XIX MILITARY SERVICE

The Company's practices with respect to military service shall continue to apply to the employees of the bargaining unit.

ARTICLE XX NO STRIKE OR LOCKOUT

The Union agrees that there shall be no strikes, slowdowns, or work stoppages of any type for any cause during the life of this Agreement.

The Company agrees that there shall be no lockout during the life of this Agreement.

If, during the life of this Agreement, any employees engage in any strike of any kind, stoppage of work or slowdowns, the International Officers, Local Officers, and paid representatives of the Union will cooperate with the Company in ending such occurrence and returning the employees to work.

It is understood and agreed that in the event of any strikes of any kind, stoppage of work

or slowdowns on the part of any employees during the life of this Agreement, there will be no liability on the part of the International Union, Local Union, or any of their officers, representatives, or members. Employees who engage in any of these acts may be discharged or disciplined by the Company but shall have recourse to the Grievance Procedure provided for in Article XIII of this Agreement.

ARTICLE XXI INSURANCE

The Company agrees to continue without modification for the life of this Agreement the Group Insurance Agreement of February 24, 1960, which is incorporated by reference hereto and made a part of this Master Agreement.

ARTICLE XXII PENSIONS

The Company agrees to continue without modification for the life of this Agreement the Pension Agreement of February 24, 1960, which is incorporated by reference hereto and made a part of this Master Agreement.

ARTICLE XXIII SUPPLEMENTAL UNEMPLOYMENT BENEFITS

The Company agrees to continue without modification for the life of this Agreement the Supplemental Unemployment Benefits Plan Agreement of February 24, 1960, which is incorporated by reference hereto and made a part of this Master Agreement.

ARTICLE XXIV TERM OF THIS AGREEMENT

Sec. 1 Duration
This Agreement shall be effective as of Feb-

ruary 24, 1960 except as may be specifically otherwise provided herein, and shall remain in effect until and including November 30, 1962 and will be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests a change in this Agreement or the negotiation of a new Agreement by giving written notice to the other party not less than sixty (60) calendar days before November 30, 1962 or November 30, of any year thereafter.

Sec. 2 Notification

Any notice to be given under this Agreement will be given by registered mail; and, if by the Company, be addressed to the International Association of Machinists, 1300 Connecticut Ave., Washington 1, D. C., and, if by the Union, to the General Manager of Industrial Relations, Continental Can Company, Inc., at 100 East 42nd Street, New York 17, New York. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

The provisions of this Agreement shall become effective on the first day of the pay period following notification by the Union that the Agreement has been ratified.

CONTINENTAL CAN COMPANY, INC.

W. A. LACKER, General Manager
Industrial Relations

H. E. BRASS, General Manager
Industrial Relations, Metal Division

**INTERNATIONAL ASSOCIATION OF
MACHINISTS, AFL-CIO**

E. R. WHITE, Vice President

APPENDIX A

Detailed Definition of Bargaining Unit

3 Winter Garden—P & M Unit Winter Garden, Florida Local Lodge 1945

Includes all Production, Maintenance and Shipping Department employees; excludes all office clerical employees, professional employees, guards, foremen, assistant foremen and all other supervisory employees as defined in the Act.

12 San Jose—P & M Unit 357 East Taylor Street San Jose, California District Lodge 93

Includes all Production and Shipping Department employees and all Tool and Die Makers, Machinists, Specialists such as Welders and Runway Men and Apprentice Machinists; excludes foremen, salaried employees who do not perform production work, or who have the right to hire and discharge employees except wherein the salaried men are regularly assigned to work for which a regular hourly scale of wages has been established, then the salaried men shall be eligible to join the Union and be paid not less than the regular scale covering the class of labor performed.

13 Seattle—Machine Shop and Maintenance Unit 615 Orchard Street Seattle, Washington Local Lodge 79

Includes all Machine Shop and Maintenance employees in the classifications of: Assembly Line Maintainer and Set-up Man "A," Assembly Line Maintainer and Set-up Man "B," Press Depart-

13 Chicago Clearing Defense—P & M Unit
5535 West 65th Street
Chicago, Illinois
District Lodge 8

Includes all Production and Maintenance employees; excludes office and clerical employees, guards, draftsmen, professional employees and supervisors as defined in the Act.

31 Seattle Machine Shop—Machine Shop Unit
601 Myrtle Street
Seattle, Washington
Local Lodge 79

All Tool and Die Makers, Journeyman Machinists, Machinist Welders, Specialists, Stockroom Attendants and Helpers employed by the Company and its Plant 31 in Seattle, Washington; excluding office clerical employees and guards, professional employees and supervisors as defined in the Act, and all other employees.

32 Oakland—Machine Shop Unit
5601 San Leandro Street
Oakland, California
District Lodge 115

and
18 San Leandro
2000 West Avenue 137th
San Leandro, California

Includes all employees in the following classifications: Tool and Die Makers, Machinists, Electricians, Runway Men, Apprentices and Helpers, Construction Machinists, Tool Crib Attendants; excludes Production employees (including Assembly Line Maintainers and Set-up Men "A" and "B" and Press Department Maintainers and Set-up Men "A" and "B," and Trainees) Shipping employees, Lithographers (all classifications), Coster Tenders and Trainees, Press Plate Checkers, all Truck Drivers, Watchmen, office employees, clerical employees, supervisors and/or foremen who do not use the tools of the trade except in a supervisory capacity and who by working do not displace any employee covered by this Agreement.

*40 Omaha--P & M Unit
4133 72nd Street
Omaha, Nebraska
Local Lodge 31*

Includes all Production and Maintenance employees; excludes Lithographic Pressmen, Lithographic Press Feeders, Lithographic Apprentices, office clerical employees, plant clerical employees, cafeteria employees, guards, watchmen, professional employees and supervisors as defined in the Act.

*48 Paterson--Machine Shop Unit
297 Getty Avenue
Paterson, New Jersey
District Lodge 15*

Includes all Tool and Die Makers, Machinists, Machinists' Helpers, Tool Crib Attendants, Heat Treater and Machinists' Apprentices employed in the Machine Shop; excludes office and clerical employees, production and lithograph employ-

ees, chauffeurs, watchmen, guards, nurses, and all supervisory and managerial employees as defined in the Act.

*51 Stockyards—Machine Shop Unit
3815 South Ashland Avenue
Chicago, Illinois
District Lodge 8*

Includes all Machinists and Tool and Die Makers, and all Apprentices, Helpers and Trainees in such classifications, Welders and Tool Crib Attendants; excludes all production and maintenance employees, guards, foremen and supervisors as defined in the Act, office and clerical employees and draftsmen.

*61 Stockton—P & M Unit
2716 East Miner Avenue
Stockton, California
District Lodge 41, Local Lodge 364*

Includes Machinists, Tool and Die Makers, Machinist Apprentices, Welders, Machinist Helpers and all production, maintenance, Watchmen and Shipping Department employees; excludes all office employees, foremen, assistant foremen, and supervisory employees as defined in the Act.

*62 C.E.S.D.—Machine Shop Unit
3701 South Ashland Avenue
Chicago, Illinois
District Lodge 8*

Includes all Machinists, all Machinist Apprentices, Helpers and Trainees, Craters, Sweepers, Machinery Painters, Millwrights, Storeroom Laborers, Crane-men and Tool Room Attendants who are either working in or out of Plant 62, provided such employees are hourly rated and reside in the State of Illinois; excludes foremen

and supervisors as defined in the Act, office and clerical employees and draftsmen.

63 C.H.S.D.—P & M Unit
3859 South Ashland Avenue
Chicago, Illinois
District Lodge 8

Includes all Production and Maintenance employees who are either working in or out of Plant 63 and who reside in the State of Illinois, but specifically excluding Foremen, Supervisors, Office and Clerical employees, Draftsmen and other supervisory employees as defined in the Act.

64 North-Grand—Machine Shop Unit
4622 West North Avenue
Chicago, Illinois
District Lodge 8

Includes all Machinists and Tool and Die Makers, Litho-Press Machinists, Truck Mechanics, Tool Crib Attendants and all Apprentices, Helpers and Trainees in such classifications; excludes foremen and supervisors as defined in the Act, office and clerical employees and draftsmen.

71 Walla Walla—Machine Shop and Maintenance Unit
1106 Dell Avenue
Walla Walla, Washington
Local Lodge 1361

and
71A
Milton-Freewater, Oregon

Includes all Machine Shop and Maintenance and Repair of Machinery employees of the Company as follows: Coater Tender and Adjuster, General Plant Maintainers "A" and "B," Press

Department Maintainers "A" and "B," Maintenance Machinists (includes Die maintenance), Die Maker, Apprentices and Trainees for the above; excludes foremen and assistant foremen as defined in the Act, salaried employees, production employees, office employees, first-aid personnel, Industrial Relations employees and supervisors as defined in the Act.

72 Pittsburgh—Machine Shop Unit
Homestead, Pennsylvania
District Lodge 63, Local Lodge 52

Includes all Machinists, Machinists' Helpers, Tool and Die Makers, their Helpers and Apprentices; excludes office and clerical employees, production and lithograph employees, chauffeurs, watchmen, guards, nurses, and all supervisory and managerial employees as defined in the Act.

73 St. Louis—Machine Shop Unit
7140 North Broadway
St. Louis, Missouri
District Lodge 9

Includes all Machinists and Tool and Die Makers, and all Apprentices in such classifications; excludes office and clerical employees, watchmen, guards, professional employees, all other employees, and supervisors as defined in the Act.

74 Mankato—P & M Unit
174 Chestnut Street
Mankato, Minnesota
Local Lodge 924

Includes all Production and Maintenance employees; excludes Executives, Quality Control Supervisor, office and factory clerical personnel, Watchmen, Nurses, technical personnel, Store-

keepers, foremen, assistant foremen, and all other supervisory employees as defined in the Act.

87 Portland—P & M Unit
10200 North Burgard Street
Portland, Oregon
Local Lodge 63, Local Lodge 1432

Includes all Production and Maintenance employees; excludes Shipping Department employees, Lithograph Pressmen, Press Feeders and Apprentices in such classifications, office and factory clerical employees, guards, nurses, professional employees, foremen and assistant foremen as defined in the Act.

87A Olympia—P & M Unit
1202 Fones Road
Olympia, Washington
Local Lodge 695

Includes all Production and Maintenance employees; excludes office and factory clerical employees, guards, nurses, professional employees and supervisory employees as defined in the Act.

APPENDIX B

Training Programs—Apprentice Standards

This Appendix B made and entered into this 24th day of February, 1960 between CONTINENTAL CAN COMPANY, INC. and the INTERNATIONAL ASSOCIATION OF MACHINISTS is made a part of the Master Agreement between the parties.

Article I General

Sec. 1 Purpose

A. The purpose of this Appendix to the Master

Agreement is to establish apprentice programs in conformance with the Master Agreement for the following trades:

1. Machinist
2. Tool and Die Maker
3. Electrician
4. Other Trades which the Local Management may determine necessary.

B. The purpose of each of these apprentice programs is to provide the Company with an adequate future supply of thoroughly qualified employees in each of these trades; also to provide each apprentice with an opportunity to learn his trade through an organized and properly supervised program of training, practical experience and related studies.

C. Nothing in this Agreement shall require the Company to train employees for these trades where, in the opinion of the Local Management, the need for training such employees or the facilities for such training do not exist. Neither shall this Agreement interfere with Management's right to employ qualified craftsmen to fill openings for such trades as the need arises.

D. It is agreed by the parties that the provisions of this Appendix are in keeping with the intent of the provisions of the Master Agreement referred to above and shall be applicable to all local bargaining units covered by the Master Agreement which include trades which are specifically covered in this Appendix.

Sec. 2 Miscellaneous

A. The provisions of this Article I are made a part of and will apply to all of the apprentice programs covered in the other Articles of this Appendix.

B. Apprenticeship training will be encouraged in all plants which have the necessary facilities to properly train apprentices and where the Local Management determines a need exists for such apprentices.

C. The provisions of this Appendix supersede any previous local training practices or agreements except where such practices or agreements are in conformance with a Federal, State or Area Apprenticeship Agreement or State Law and will apply to all employees covered by the Master Agreement who commence one of the Apprenticeship Programs outlined in this Appendix following its effective date. Where apprentices are in training on the effective date of this Agreement, the Local Management and Local Union will mutually agree upon any modifications of the program for such employees in actual training at that time to bring their programs into conformance with this Appendix insofar as may be practical.

D. All plants requiring apprentices will enter into an agreement with either a Federal, State or Area Apprenticeship Committee for the indenture of apprentices under this Agreement. The standards of such agreements will be recognized as a supplement to this Appendix for those plants involved.

All apprenticeship agreements and local standards of apprenticeship for the recognized trade jobs under this Appendix will be in conformance with the standards of a Federal, State or Area Apprenticeship Committee and applicable State laws. Such Apprenticeship Committee will have jurisdiction over conformance with their apprentice programs and will be of any possible assistance to the Local Joint Appren-

ticship Committee in the development or modification of the local apprentice agreements.

Sec. 3 Number, Selection and Qualifications of Apprentices

A. The number of apprentices in each trade at each location will be determined by the Local Management and the Local Joint Apprenticeship Committee will be advised. However, the number of apprentices in any trade will not exceed one apprentice for the trade or craft in the plant plus one apprentice for each ten craftsmen in that trade in the plant except where a greater number of apprentices have been agreed to by the Local Management and Union. Exceptions to the maximum number of apprentices may be agreed upon between the Local Union and Local Management if unusual conditions warrant such an exception.

B. In the selection of apprentices, the parties mutually agree it is important to obtain qualified men with necessary aptitudes and interest in the skills involved so that the high standards of workmanship required may be developed and maintained.

C. Local Management will announce openings for apprentices at least two weeks prior to the final selection of the apprentices, by placing a notice of such openings on the plant bulletin boards and/or advising the Local Joint Apprenticeship Committee of such openings, together with the qualifications required of such apprentices. The posting of such notice does not obligate Local Management to fill the opening.

Employees who wish to enter into an apprenticeship should make application to the Personnel Supervisor for consideration when an

opening is announced. Qualified applicants from outside of the bargaining unit may also be considered when selecting the apprentices. However, persons from within the bargaining unit will be given preference in selection where experience, ability and other factors used in selection are relatively equal.

D. The Local Management will discuss the qualifications of any employee who makes application for an apprenticeship with the Local Joint Apprenticeship Committee and will actively seek the concurrence of the Committee with respect to his selection. Should there be any disagreement with Management's selection such action will be subject to review under the grievance procedure of the Master Agreement.

E. Apprentices will be selected on the basis of the following factors:

1. Formal application and Personal Interview.
2. Age—not less than eighteen nor more than twenty-three years of age—(see exceptions noted below).
3. Physical ability to perform the job requirements of the apprenticeship and trade. (This may be determined by Physical Examinations.)
4. High School graduate. (In exceptional cases, by mutual agreement of the Joint Apprenticeship Committee, this qualification may be waived if the applicant has had training or experience equivalent to a high school education.)
5. Past work experience.
6. Results of uniform mental ability, dexterity, aptitude and mathematics tests as outlined in this Agreement.

7. Other selection procedures established by the Joint Apprenticeship Committee which are considered necessary to demonstrate ability and interest for the trade.

8. Where above factors are relatively equal, qualified applicants from within the bargaining unit who have the greatest seniority will be given preferential consideration.

Exceptions to age qualification indicated in Item Two (2) above:

a. Applicants who have had previous experience, training or education in the trade — amount of exception to be determined by the Local Joint Apprenticeship Committee.

b. Time spent in the U. S. Armed Forces by an applicant up to a maximum of four years.

c. No combination of exceptions for a and b above will increase the maximum age limit for an applicant in Item Two (2) of this Section 3—Paragraph F. by more than four years.

Sec. 4 Responsibility

A. The Plant Manager will have the overall responsibility for the success of these apprentice programs at his location. He may delegate the administrative details of this responsibility to the Personnel Supervisor and the Supervisors of the departments involved in training the apprentices. He will be advised and assisted by the Local Joint Apprenticeship Committee.

B. The departmental supervisors of the apprentices during their training will be directly responsible for seeing that apprentices receive the

scheduled training in their departments. They will follow the program of the apprentices during each phase of training under their supervision and report such progress, together with ratings of performance, on standard Company forms to the Local Management. They will make any recommendations which may be indicated, both as to the program as well as the individuals under the program, to the Local Management.

C. At regular intervals of 1,000 hours of actual training by the Company in a given trade, the apprentice and the Local Joint Apprenticeship Committee will receive a determination of qualifications and ability from the Company to determine whether satisfactory progress has been made by the apprentice during the intervening period of time to warrant such employee's continuance in the training program. The determination of an employee's qualifications and ability shall be discussed with the Local Joint Apprenticeship Committee. If Local Management determines an employee does not possess the necessary qualifications or ability to continue training, such qualifications or ability will be subject to review under the grievance procedure.

D. Each apprentice who is indentured under an apprenticeship program, covered by this Appendix, will be responsible for applying himself diligently and with care to the training program assigned to him. During his training, he will follow the direction of the supervisor to whom he is assigned in completing the training schedule. He will protect Company property, protect the safety of himself and fellow employees, respect and obey reasonable Company rules and conduct himself in a creditable manner.

ner during working hours and while on the Company's premises. For the purpose of learning his trade, during his training he will be required to perform any and all work regularly performed by a skilled employee of the craft for which he is being trained.

Sec. 5. Seniority

A. The Local Management and the Local Union will agree upon local seniority provisions, to be included in the local seniority agreements, covering the seniority status of apprentices in their seniority unit. Apprentices will not normally receive seniority credit for time spent in an apprenticeship unless a different practice has been established in the plant.

Sec. 6. Terms of Training

A. All apprentices under this program will be given scheduled training and practical experience under proper supervision for the period outlined in their training program. A working journeyman will be assigned to each apprentice as a counselor during his training. This training will be reasonably continuous and the reasons for any interruptions which may be necessary in the training schedule will be discussed with the Local Joint Apprenticeship Committee and explained to the employee involved. The interruptions will also be explained to any Federal, State or Area Apprenticeship Committee. The Company reserves the right to suspend any training program where conditions necessitate such action, however every reasonable effort will be made to resume the training of apprentices when conditions permit.

B. The Local Union, the Local Joint Apprenticeship Committee and the Federal, State or Area Apprenticeship Committee will be notified

of any terminations of apprenticeship agreements and the reasons for such terminations. Local Management will give notice of its intent to terminate an apprenticeship agreement as far in advance of such termination as possible. The reasons for any such terminations will be subject to review under the grievance procedure of the Master Agreement.

C. The first five hundred (500) hours of training for each apprenticeship will be considered a probationary period for the apprentice in training. During this period, either the Company or the employee may cancel the employee's participation in the apprenticeship. After the probationary period, the apprenticeship may be cancelled for just cause such as lack of interest on the part of the employee, inability to competently learn the trade, refusal to perform scheduled work, violation of Company rules, etc. The reasons for any such cancellation after the probationary period will be subject to review under the grievance procedure.

Sec. 7 Uniform Ability, Aptitude and Mathematics Tests

A. In the selection of apprentices and skilled trainees, as outlined under this Appendix B, reference is made to the use of uniform Mental Ability, Aptitude and Mathematics Tests. It is agreed that where such tests are used under the provision of this Agreement, one test from each of the following types of tests may be selected:

Mental Ability

Wonderlic Test A

Wonderlic Test B

Mechanical Aptitude

SRA Mechanical Aptitude Test
Purdue Mechanical Adaptability Form A
Bennett Form AA

Mathematics Tests

P.T.I. Numerical Test A
P.T.I. Numerical Test R

Also similar tests administered by the State
Employment Services.

B. It is recognized that there are other good tests in use in industry today. However, in our desire for standardization, it is agreed that the above tests should be used at the beginning, and, as we obtain additional information on other tests, this list may be revised by mutual agreement.

If a location has had satisfactory experience with other recognized tests for these areas, and wishes to continue their use, it should submit three copies of such tests, together with factual data as to their experience with the tests to the Union Management Committee on Training through the General Manager of Industrial Relations of the Company for consideration. The use of such tests will be continued only after approval of the Committee. Should the Committee approve any such tests, they will be added to the above list of approved tests and the plants so advised.

C. Where the authors of any of the tests used under this program have established recommended minimum acceptable scores or "norms" for the age, education and experience levels of employees being tested under this program, such scores will be used to determine if applicants

for apprenticeship or training under this program have satisfactorily passed on each such test.

D. It is understood this testing is to assist Management in selecting qualified candidates for training programs and not as a substitute for testing which may be provided under an agreement with a Federal, State or Area Apprenticeship Committee.

Sec. 8 Supervisor of Training

A. For purposes of this Agreement, the Personnel Supervisor or other Management representatives will be appointed by the Local Management as Supervisor of Training at those locations which have need for this type of training. The duties of the Supervisor of Training will be:

1. To select apprentices in accordance with Article 1 of this Agreement and other standards and procedures outlined in this Appendix. Selection of apprentices will be made by the Supervisor of Training with approval of the Plant Manager only after discussing each applicant with the Local Joint Apprenticeship Committee.
2. To see that apprentice agreements are properly executed and approved.
3. Work with the Joint Apprenticeship Committee in developing or modifying apprentice schedules to meet local conditions.
4. Arrange for approval of the apprenticeship programs from Federal, State or Area Apprenticeship Committees and arrange for presentation of government certificates upon completion of apprenticeship.
5. Maintain accurate records of each apprentice's training, and follow up to insure that

each apprentice is properly trained in his specific trade or craft. Records will include past education and experience, detailed record of apprentice training received in the Company, subjects taken in related instruction, school and work progress, record of tests and other qualifications and related information. Such records will be made available to the Local Joint Apprenticeship Committee.

6. Act as Chairman of the Local Joint Apprenticeship Committee.

Sec. 9. Local Joint Apprenticeship Committee

A. At locations where apprentices are in training, a Local Joint Apprenticeship Committee will be established composed of not less than two nor more than three Company representatives appointed by the Local Plant Management and the same number of representatives of the Local Union. The Plant Supervisor of Training will be one of the Company representatives and will be Chairman of the Committee with voting rights on any business before the Committee. A Union representative of the Committee selected by the Union members will be Secretary of the Committee with voting rights on any business before the Committee. There should be a representative of both Local Management and the Local Union on the Committee from each department and trade for which there are apprentices in training. This Committee will:

1. Cooperate in the selection of apprentices as outlined in this Appendix.
2. Cooperate in the administration of this apprenticeship program and follow the progress of the apprentices to insure their proper training.

3. Review and approve apprenticeship agreements in accordance with this program.
4. Review and attempt to adjust complaints from apprentices regarding the interpretation and application of the standards and provisions of the apprenticeship program. If a decision cannot be reached, the complaint will be referred to the Union-Management Committee for decision.
5. Meet at least every six months to review records and progress of each employee in training and recommend improvement or modification in training schedules, schooling and other training activities. (Any such improvements adopted should be made uniform insofar as is practicable.)
6. Be of assistance to all parties concerned to insure successful operation of the apprentice program.
7. Make recommendations for the termination of apprenticeship agreements where necessary.
8. Certify to the Local or District Lodge of the Union that an apprentice has successfully completed his apprenticeship and recommend the issuance of a Certificate of Completion of Apprenticeship.

Sec. 10 Union-Management Training Committee

A. A Union-Management Training Committee consisting of not over three members selected by the International Union and three members selected by the General Manager of Industrial Relations of the Company will be established. This Committee will be responsible for administering the apprenticeship program provided for in this Appendix in accordance with the provisions of the Master Agreement between the

parties. All local unresolved problems or questions will be referred to this Committee for determination in accordance with this Agreement.

Sec. 11 Related School Work

A. In addition to the established hours of training and practical experience outlined in this Article, each apprentice will be required to satisfactorily complete a maximum of one hundred forty four (144) hours of related vocational or correspondence instruction for each year of apprenticeship. The Local Joint Apprenticeship Committee will recommend the subjects for this related instruction in accordance with this Agreement and will obtain and review attendance and progress reports on each apprentice to insure satisfactory completion of such related instruction. Time spent in this related instruction will not be considered hours of work and the employee will not be paid for time spent in attending such instruction classes except where such a local practice was in effect prior to signing this Agreement or where such instruction classes are conducted on Company property during the employee's normal working hours. In no case will time spent on correspondence courses be paid for by the Company.

The Company will designate the school which the apprentice will use to obtain this related instruction and will work out the detail as to the days and hours he is scheduled to attend classes and study.

B. If the Company designates the related training outlined in this Section to be received from schools which require the payment of tuition fees for such courses of study, the Company will refund to the employee the cost of such tuition

fee upon satisfactory completion of the apprenticeship, provided the employee maintains average or above average grades for the courses received. (Tuition fees, as referred to herein, will include such charges as registration fees and books, but will not include any other miscellaneous costs.)

Article II Apprenticeship Training for Trades

Sec. 1 Apprenticeship Agreement

A. Each apprentice (and if a minor, his parent or guardian) will, before commencing his apprenticeship, sign an apprenticeship agreement which will make the terms of this program a part of the Agreement. Each apprentice (and if a minor, his parent or guardian) will be given a copy of this program to read prior to signing the apprenticeship agreement.

B. An authorized representative of the Company and the Secretary of the Joint Apprenticeship Committee will also sign the apprenticeship agreement. One copy will be given to the apprentice, one copy retained by the Company, one copy forwarded to the Local Union, one copy forwarded to the Joint Apprenticeship Committee and copies to applicable Area, State or Federal government agency, if any.

C. A recommended form of apprenticeship agreement is shown under Section 9 of this Article. Where a State or Federal Apprenticeship Agreement form different from the attached is required by law, such forms will be used.

Sec. 2 Certificate of Completion, Bonus and Tools

A. Upon the successful completion of the apprenticeship outlined in this program, the Local Joint Apprenticeship Committee will recommend the issuance of a Company Certificate of Completion of Apprenticeship, a Union Certificate of Completion of Apprenticeship and, wherever possible, the Federal, State or Area Apprenticeship Committee will likewise issue a Certificate of Completion of Apprenticeship.

B. Each apprentice who has faithfully and diligently completed one of the recognized four year trade apprenticeships, as outlined under this program, shall in consideration of the full and satisfactory completion of his Apprenticeship Agreement, be entitled to a bonus of one hundred (\$100.00) dollars from the Company on the signing of the Certificate of Apprenticeship.

C. A tool kit which is applicable to the trade will be purchased by the plant in accordance with Company Instructions and loaned to each apprentice who will sign a receipt for same. The tool kit will become the property of the apprentice upon satisfactory completion of the Apprenticeship Program and the awarding of the Company Certificate of Completion of Apprenticeship. The apprentice will be responsible for maintaining the tools in good condition and replacing any of the tools which become lost or damaged.

Sec. 3 Credit for Previous Experience

A. Upon request from any applicant for apprenticeship who has the necessary qualifications for consideration, the Local Joint Apprenticeship Committee will evaluate that part of the employee's previous training and experience which would probably be considered a part of

the Apprenticeship Training Schedule, if any. The hours of credit for such previous experience, if any, will be determined as it would probably apply towards completion of the apprenticeship and the probable starting rate for the individual determined. The employee will be advised of such rate so he may decide if he wishes to be further considered for apprenticeship. The Local Management will also be advised of such probable starting rate.

B. Experienced Applicant—If an experienced applicant is selected as an apprentice for one of the trade jobs, in accordance with this Agreement on Apprentices, and his rate at the time of being indentured as an apprentice is above the minimum rate for apprentices, the following will apply:

1. When an experienced applicant who is selected for apprenticeship (and starts training) has had past experience which is included in the training requirements of the apprentice program for a given trade or craft job, Local Joint Apprenticeship Committee will evaluate that part of his past experience which is related to the training called for by the Apprentice Program and determine upon a reasonable credit of time towards completion of the training called for in the Training Schedule. This credit for past experience when approved by the Local Management will determine the employee's level under the Wage Progression Schedule and the additional training he is required to complete.
2. His hourly rate will not be reduced because of being indentured as an apprentice, but he will not be subject to periodic progression adjustments in rate until such

time as his length of apprenticeship training and experience will give him a higher rate in accordance with the Wage Progression Schedule of this Agreement.

Sec. 4 Apprentices Job Classes, Training Periods and Wage Progressions

A. General

The Job Classes, training periods and wage progressions outlined in this Section are established for trade apprentices. Providing an apprentice under this program maintains satisfactory progress in all phases of his apprenticeship program and related school studies, he will receive the rate progression outlined in Paragraph C below.

B. Job Rates and Training Periods

The trade jobs with applicable job rates and length of formal apprenticeship training programs are as follows:

<u>Trade Job</u>	<u>Length of Formal Training</u>
Machinist	8000 hours
Tool & Die Maker (full apprenticeship)	8000 hours
Electrician	8000 hours
Other trades in Job Classes 16, 17, 18	8000 hours
Other trades in Job Class 15	7000 hours
Other trades in Job Classes 13 and 14	6000 hours
Other trades in Job Class 12	5000 hours
Other trades in Job Class 11	4000 hours

C. Wage Progression Schedule

A schedule of apprentice rates for the respective apprentices training periods of each one

thousand (1000) hours of actual training experience with the Company in the trade, except Journeyman Machinists training as Tool and Die Makers, is established as follows:

Each apprentice, provided he maintains satisfactory progress shall receive a basic hourly rate in accordance with the following schedule:

The eight thousand (8000) hour period of apprenticeship shall be divided into eight (8) equal periods of one thousand (1000) hours each. The starting rate shall be the "factory base rate" and the apprentice shall be entitled to an increase equal to one-eighth of the difference between the starting rate and the journeyman rate at the completion of each one thousand (1000) hour period.

At the completion of apprenticeship, the apprentice shall be classified as a "journeyman".

Apprenticeship rates for lesser apprenticeships will be established on a similar basis.

D. Rates for Journeyman Machinists Training for Tool and Die Makers

If Journeyman Machinists are indentured as Tool and Die Maker Apprentices the following rate progression will apply for the training period established:

At one thousand (1000) hours of training period	Job Class 16
Balance of training period	Job Class 17

E. Rates After Completion of Apprenticeship

Upon satisfactory completion of apprenticeship, the employee will be paid the applicable journeyman's rate in accordance with the rates established in the Master Agreement.

**Sec. 5 Apprentices Training Schedule—
Machinist Apprentices**

The following schedule of apprentice training is to be used as a guide in developing the Local Plant Schedule. It is recognized that available equipment and facilities vary at the different plants; therefore, it is not practical to establish a definite uniform program for all locations. However, this schedule should be followed as closely as is practical. The Union-Management Training Committee and the Federal, State or Area Apprenticeship Committee will approve all apprenticeship schedules.

Machine Maintenance	2000
Assembly (Incl. Can Makers School)	1000
Press (Incl. Can Makers School)	500
Litho Lacquer and Ovens	200
Miscellaneous Equipment	300
Lathe (Engine and Turret)	1500
Milling Machine (Horizontal and Vertical)	1000
Grinding (Cylindrical and Surface)	700
Shaper and Planer	500
Bench Work and Assembly	500
Drill Press	300
Welding and Heat Treating	300
Tool and Die Maintenance	300
Tool and Stock Room (Including Saws)	200
Engineering Department (Including Drafting & Estimating)	200
Miscellaneous (To be used for training on additional miscellaneous equipment or to provide additional time on machines or work listed above.)	500

TOTAL 8000

For those plants known as "machine shops", the above schedule will be modified to provide

the maximum training possible on all of the above mentioned machine shop tools and other operations in the shops. The Local Management and Local Union will establish a mutually satisfactory apprentice schedule and submit such schedule through proper channels to the Union-Management Training Committee and the Federal, State or Area Apprenticeship Committee for approval.

**Sec. 6 Apprentice Training Schedule—
Electrician Apprentices**

The following schedule of apprentice training is to be used as a guide in establishing the Local Plant Schedule. It is recognized that available equipment and facilities vary at the different plants; therefore, it is not practical to establish a definite uniform program for all locations. However, this schedule should be followed as closely as is practical:

Fundamentals of Electricity and Electrical Circuits	500
Electrical Equipment Assembly and Installation	1500
Maintenance and Repair of Plant Electrical Equipment	1500
Motors and Generators—Overhaul and Repair	1000
Install, Repair and Maintain Electrical Equipment on Gasoline and Electric Truck	1000
Main Power Supply Equipment Including Transformers and Main Panels	500
Lubrication, Testing and Inspection	1000
Miscellaneous (To be used for training on additional equipment in plant or to provide additional time on phases indicated above.)	1000
TOTAL	8000

**Sec. 7 Apprentices Training Schedule—
Tool and Die Maker**

A. Selection

The Local Management will determine the need for a four year tool and die maker apprenticeship or a program for training machinist craftsmen to become Tool and Die Makers and through interviews, testing and other such means, will select those individuals for this training as provided for in this Agreement who are considered by the Local Management to be the most qualified. The Local Joint Apprenticeship Committee will review the qualifications of each Machinist being considered and will make their recommendations to Local Management for consideration.

B. Training Schedule

1. The Supervisor of Training with assistance from the Local Joint Apprenticeship Committee will develop an appropriate schedule of training for the type of program to be used including related school training, progression rates, etc., for the apprentices. These will be submitted to the Union-Management Training Committee and the Federal, State or Area Apprenticeship Committee for approval.
2. The training period for a Machinist to become a Tool and Die Maker shall be two thousand (2000) hours on recognised tool and die work under competent supervision.
3. The Supervisor of Training will be responsible for following the progress of the Machinist during this program to insure the proper continuity of training and the successful completion of the program. The

Local Joint Apprenticeship Committee will also schedule not over one hundred forty-four (144) hours each year of related school work in accordance with this Appendix.

4. The two thousand (2000) hour schedule of training for Die Maker should include training in the following:

- a. Developing, engineering and sketching of dies, tools and related parts.
- b. Heat treating of metals used in Die Making.
- c. Power precision grinding.
- d. Additional experience on the various tools used in Die Making as necessary.

C. Wage Rate Progression

1. The Machinist will be paid during this two thousand (2000) hour training program in accordance with the wage progression schedule shown in Article II, Section 4, Paragraph D of this Appendix.
2. When a Machinist craftsman, who commences his apprenticeship as a Tool and Die Maker under this program following its effective date, completes the two thousand (2000) hours of training, he will be classified as a Tool and Die Maker and he paid the applicable rate as established in the Agreement.

D. Certificate

1. Upon satisfactory completion of this training program, a certificate will be issued by the Company indicating the individual is a Tool and Die Maker. However, a Machinist completing the two thousand

(2000) hour program will not be entitled to any other benefits (such as bonuses of any kind, tools, etc.) accorded a Journeyman Machinist upon completion of an eight thousand (8000) hour apprenticeship.

**Sec. 8 Apprentices Training Schedules—
Special Apprenticeships**

A. There may be occasions at certain of our plants where the Local Management determines it necessary to enter into apprenticeship agreements for the other skill trades.

B. The number of apprentices for these trades will be few and the training to be provided will vary according to local facilities. It, therefore, is not practical to attempt to establish specific apprenticeship schedules for these trades. When the need arises for an apprenticeship in other trades, the Local Management and the Local Joint Apprenticeship Committee, with the assistance of the Division Training Supervisor, will develop a tentative apprenticeship schedule for the apprentice and submit copies through regular channels to the Union-Management Training Committee and Federal, State or Area Apprenticeship Committee for discussion and approval.

C. Where Local Apprenticeship Programs covering other trades are approved, the apprentices will be selected and indentured in accordance with the provisions of this Appendix. Exceptions to these provisions will be the bonus, tools or other benefits normally granted to four year apprentices.

Sec. 9 Recommended Form of Apprenticeship Agreement

CONTINENTAL CAN COMPANY, INC.
APPRENTICESHIP AGREEMENT

This Agreement entered into this ____ day of _____ 19____, between the CONTINENTAL CAN COMPANY, INC., herein after referred to as the Employer and _____ born (date) _____ hereinafter referred to as the Apprentice, and his parent or guardian if a minor.

WITNESSETH that the Employer and the Apprentice (and his parent or guardian if a minor) are desirous of entering into an Agreement of Apprenticeship in the _____ trade and do mutually agree as follows:

The Employer agrees to employ the Apprentice for the purpose of enabling the Apprentice to learn and acquire the trade of _____ under the terms and conditions contained in the Continental Can Company apprenticeship program, and such plan is made a part of this Agreement with the same force and effect as though expressly written herein.

The Apprentice agrees to perform diligently and faithfully the work in said trade during the period of apprenticeship complying with the apprenticeship training program referred to above.

The parties to this Agreement have read the apprenticeship plan for the _____ trade at the _____ Plant of the Continental Can Company and have agreed to abide by its terms.

The Employer after discussing the matter with the Joint Apprenticeship Committee reserves the right to suspend or terminate the Apprenticeship for nonconformity with the rules and regulations of this program and also whenever business conditions necessitate a suspension or termination of the program.

IN WITNESS WHEREOF the parties have set their hand seals:

Apprentice

Address

Parent or Guardian

Continental Can Company, Inc.

Address

Company Representative

Union Representative

Approval of Federal, State or Local Apprenticeship Council where applicable:

The foregoing Apprenticeship Agreement, being in conformity with the rules and regulations of the _____, is hereby approved this _____ day of _____, 19____

Signature: _____

Title: _____

Organization: _____

If apprentice is a veteran and he applies for benefits from the Veterans' Administration, this Agreement will include any additional statements required by law.

If a Federal, State or Local Apprenticeship Committee has a standard form of apprenticeship agreement they prefer to use, such form will be used.

Article III Signatures

This Appendix B to the Master Agreement between the Continental Can Company, Inc. and the International Association of Machinists is entered into, signed and becomes effective this 24th day of February, 1960.

CONTINENTAL CAN COMPANY, INC.

W. A. JACKS—General Manager
Industrial Relations

D. W. SMITH—Asst. General Manager
Industrial Relations

H. E. BOAM—General Manager
Industrial Relations, Metal Division

INTERNATIONAL ASSOCIATION OF MACHINISTS, AFL-CIO

E. B. WHITE
Vice President

APPENDIX C

Training Programs — Skilled Trades

Article I General

This Appendix C made and entered into this 24th day of February, 1960 between the CONTINENTAL CAN COMPANY, INC. and the INTERNATIONAL ASSOCIATION OF MACHINISTS is made a part of the Master Agreement between the parties.

Sec. 1 Purpose

A. The purpose of this Appendix to the Master Agreement is to establish training programs in conformance with the Master Agreement for the following skilled jobs:

1. Production Equipment Maintainers
2. Inspectors
3. Other Skilled Jobs which the Local Management may determine necessary.

B. The purpose of each of these training programs is to provide the Company with an adequate future supply of thoroughly qualified employees in each of these skilled jobs; also to provide each trainee with an opportunity to learn his skilled job through an organized and properly supervised program of training, practical experience and related studies.

C. Nothing in this Agreement shall require the Company to train employees for these skills where, in the opinion of the Local Management, the need for training such employees or the facilities for such training do not exist. Neither shall this Agreement interfere with Management's right to employ qualified skilled employees to fill openings for such skilled jobs as the need arises.

D. It is agreed by the parties that the provisions of this Appendix are in keeping with the intent of the provisions of the Agreement referred to above and shall be applicable to all local bargaining units covered by the Master Agreement which include skilled jobs which are specifically covered in this Appendix.

Sec. 2 Miscellaneous

A. The provisions of this Article I are made a part of and will apply to all of the training

of employee training will be encouraged at all plants which have the necessary facilities to properly train skilled trainees and the Local Management determines a need for such skilled trainees.

Provisions of this Appendix supersede any local training practices or agreements which apply to all employees covered by the Agreement who commence one of the Training Programs outlined in this Appendix following its effective date. Where employees are in training on the effective date of this Agreement, the Local Management and Local Union will mutually agree upon the details of the program for such employees, actual training at that time to bring them into conformance with this Appendix as may be provided.

Section 2 - Number of and Qualification of Skilled Trainees

Number of skilled trainees at each location shall be determined by the Local Management and the Local Joint Training Committee based on such number.

In selection of skilled trainees, the parties agree it is important to obtain men with necessary aptitudes and in the skills involved so that the high level of workmanship required may be maintained.

Management will announce openings for trainees at least two weeks prior to selection of the skilled trainees by posting of such openings on the plant.

Sec. 3 - Seniority and Promotion

bulletin boards and/or advising the Local Joint Training Committee of such openings, together with the qualifications required of such skilled trainees. The posting of such notice does not obligate Local Management to fill the openings.

Employees who wish to enter into a skilled training program should make application to the Personnel Supervisor for consideration when an opening is announced.

D. The Local Management will discuss the qualifications of each applicant with the Local Joint Training Committee and will actively seek the concurrence of the Committee on the selection of skilled trainees, but will be responsible for making the final selection of all trainees if mutual agreement cannot be reached. Should there be a disagreement as to the qualifications of an applicant, such qualifications shall be subject to review under the grievance procedure of the Master Agreement.

E. Skilled trainees will be selected on the basis of the following factors:

1. Formal appheation and Personal Interview.
2. Age--not less than twenty-one (21) nor more than thirty-five (35) years of age.
3. Physical ability to perform the job requirements of the skilled job involved. This may be determined by Physical Examinations.
4. High School Education. (In exceptional cases, by mutual agreement of the Local Joint Training Committee, this qualification may be waived if the applicant has training or experience equivalent to a high school education.)
5. Past work experience.

6. Results of uniform mental ability, dexterity, aptitude and mathematics tests as outlined in this Appendix.
7. Other demonstrations considered necessary to prove ability and interests.
8. Where the above factors are relatively equal, preference will be given to employees from within the bargaining unit who have the greatest seniority.

Sec. 4 Responsibility

A. The Plant Manager will have the overall responsibility for the success of the training programs at his location. He may delegate the administrative details of this responsibility to the Personnel Supervisor and the Supervisor of the departments involved in training the trainees. He will request advice and assistance from the Local Joint Training Committee.

B. The departmental supervisors of the skilled trainees during their training program will be directly responsible for seeing that trainees receive the scheduled training in their departments. They will follow the progress of the trainees during each phase of training under their supervision and report such progress, together with ratings of performance, on standard Company forms to the Local Management. They will make any recommendations which may be indicated, both as to the program as well as the individuals under the program to the Local Management.

C. At regular intervals of one thousand (1000) hours of actual training by the Company in a given skilled job, the employee in training and the Local Joint Training Committee will receive a determination of qualifications and ability from

the Company to determine whether satisfactory progress has been made by the employee during the intervening period of time to warrant such employee's continuance in the training program. The determination of an employee's qualifications and ability shall be discussed with the Local Joint Training Committee. If Local Management determines an employee does not possess the necessary qualifications or ability to continue training such qualifications or ability will be subject to review under the Grievance Procedure.

D. Each skilled trainee in a training program covered by this Appendix will be responsible for applying himself diligently and with care to the training program assigned to him. During his training he will follow the direction of the supervisor to whom he is assigned in completing the training schedule. He will protect Company property, protect the safety of himself and fellow employees, respect and obey reasonable Company rules and conduct himself in a creditable manner during working hours and while on the Company's premises. For the purpose of learning his skill, during his training he will be required to perform any and all work regularly performed by a skilled employee of the skilled job for which he is being trained.

Sec. 5 Seniority

A. The Local Management and the Local Union will agree upon local seniority provisions, to be included in the local seniority agreements, covering the seniority status of skilled trainees in their seniority unit.

Sec. 6 Terms of Training

A. All trainees under this program will be given scheduled training and practical experience under proper supervision for the period

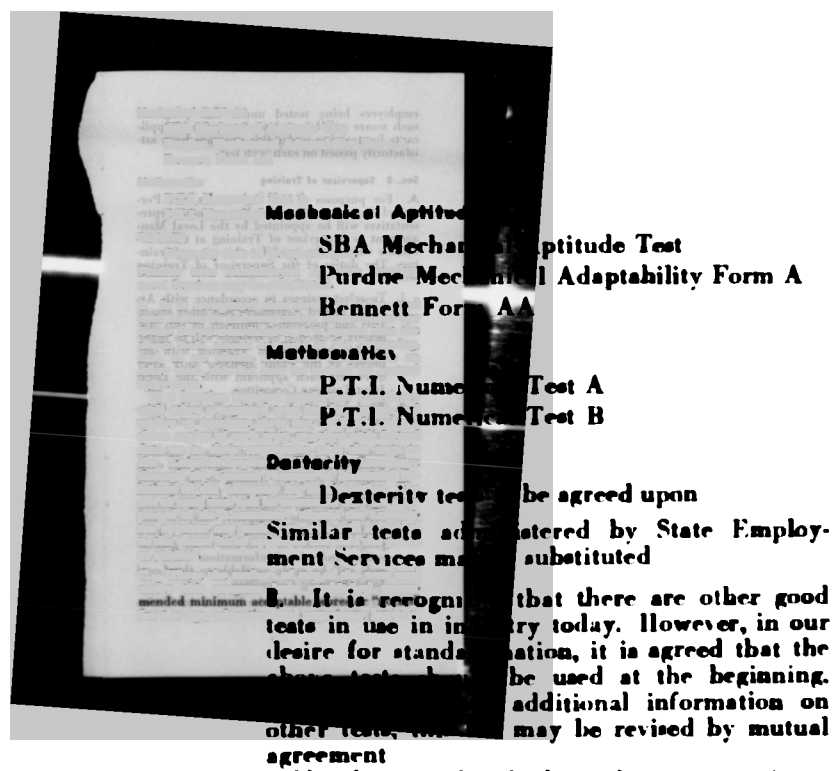
outlined in their training program. This training will be reasonably continuous and the reasons for any interruptions which may be necessary in the training schedule will be discussed with the Local Joint Training Committee and explained to the employee involved. The Company reserves the right to suspend any training program where conditions necessitate such action, however every reasonable effort will be made to resume the training of the skilled trainees when conditions indicate such action.

B. The first one thousand (1000) hours of each skilled job training program will be considered a probationary period for the employee in training. During this period, either the Company or the employee may cancel the employee's participation in the training program. After the probationary period, the training program for an employee may be cancelled for just cause such as lack of interest on the part of the employee, inability to competently learn the skill, refusal to perform scheduled work, violation of Company rules, etc. The reasons for any such cancellation after the probationary period will be subject to review under the Grievance Procedure.

Sec. 7 - Uniform Ability, Aptitude and Mathematics Tests

A. In the selection of skilled trainees, as outlined under this Appendix C, reference is made to the use of uniform Mental Ability, Aptitude and Mathematics Tests. It is agreed that where such tests are used under the provision of this Agreement, one of each of the following types of tests will be selected from the following list:

- Mental Ability**
Wonderlic Test A
Wonderlic Test B



If a location has had satisfactory experience with other recognized tests for these areas, and wishes to continue their use, it should submit three copies of such tests, together with factual data as to their experience with the tests to the Union-Management Training Committee through the General Manager of Industrial Relations of the Company for consideration. The use of such tests will be continued only after approval of the Committee. Should the Committee approve any such tests, they will be added to the above list of approved tests and the plants so advised.

C. Where the authors of any of the tests used under this program have established recommendations for the age, education and experience levels of

employees being tested under this program, such scores will be used to determine if applicants for training under this program have satisfactorily passed on each such test.

Sec. 8 Supervisor of Training

A. For purposes of this Agreement, the Personnel Supervisor or other Management representative will be appointed by the Local Management as Supervisor of Training at those locations which have need for this type of training. The duties of the Supervisor of Training will be:

1. To select trainees in accordance with Article I of this Agreement and other standards and procedures outlined in this Appendix. Selection of trainees will be made by the Supervisor of Training with approval of the Plant Manager only after discussing each applicant with the Local Joint Training Committee.
2. Work with the Local Joint Training Committee in developing or modifying training schedules to meet local conditions.
3. Maintain accurate records of each trainee's training, and follow up to insure that each trainee is properly trained in his specific skill. Records will include past education and experience, detailed record of training received in the Company, subjects and grades of related school instruction, work progress, record of tests and other qualifications and related information. Such records will be made available to the Local Joint Training Committee.
4. Act as Chairman of the Local Joint Training Committee.

Sec. 9 Local Joint Training Committee

A. A Local Joint Training Committee will be established composed of not more than three Company representatives appointed by the Local Plant Management and three representatives of the Local Union. The Plant Supervisor of Training will be one of the Company representatives and will be Chairman of the Committee with voting rights on any business before the Committee. A Union representative of the Committee selected by the Union members will be Secretary of the Committee with voting rights on any business before the Committee. There should be a representative of both Local Management and the Local Union on the Committee from each department for which there are skilled trainees in training. This Committee will:

1. Assist in the selection of skilled trainees as outlined in this Appendix.
2. Cooperate in the administration of this program and follow the progress of the trainees to insure their proper training.
3. Review and make recommendations to Local Management for adjusting complaints from trainees regarding the training program.
4. Meet at least once every six months to review records and progress of each employee in training and recommend improvement in training schedules, schooling, and other training activities. (Any such improvements adopted should be made uniform insofar as is practicable.)
5. Be of assistance to all parties concerned to insure successful operation of the training program.

Sec. 10 Union-Management Training Committee

A. A Union-Management Training Committee consisting of not over three members selected by the International Union and three members selected by the General Manager of Industrial Relations of the Company will be established. This Committee will be responsible for administering the Skilled Training Programs provided for in this Appendix in keeping with the provisions of the Master Agreement between the parties. All local unresolved problems or questions will be referred to this Committee for determination in accordance with this Agreement. This Committee will approve all local training programs.

Sec. 11 Related School Work

A. In addition to the established hours of training and practical experience outlined in this Article, each trainee will be required to satisfactorily complete a maximum of one hundred forty-four (144) hours of related vocational school or correspondence school work for each year of training. The Local Joint Training Committee will recommend to the Plant Management for approval the subjects for this related school instruction in accordance with this Agreement and will obtain and review attendance and progress reports on each trainee to insure satisfactory completion of such related school work. Time spent in this related school instruction will not be considered hours of work and the employee will not be paid for time spent in attending such school classes except when such related school instruction is conducted on Company property during the employee's normal working hours.

The Company, after discussion with the Local Joint Training Committee, will designate the

school which the trainee will use to obtain this related instruction and will work out the detail as to the days and hours he is scheduled to attend classes and study.

B. If the Company designates the related training outlined in this Section to be received from schools which require the payment of tuition fees for such courses of study, the Company will refund to the employee the cost of such tuition fees upon satisfactory completion of the training program, provided the employee maintains average or above average grades for the courses received. (Tuition fees, as referred to herein, will include such charges as registration fees and books, but will not include any other miscellaneous costs.)

Sec. 12. Hours of Training and Progression Rates

A. Skilled jobs for which training programs may be developed under this Appendix are those in Job Class 10 or above.

B. The maximum hours of the Training Programs and Progression Rates will be in accordance with the following:

Skilled Jobs in Job Class	Maximum Training Program	Wage Progression Schedule for Each 1000 Hours of Training					
		1st	2nd	3rd	4th	5th	6th
10	2000 hours	7	8	9	10	11	12
11 and 12	3000 hours	7	8	9	10	11	12
13 and 14	4000 hours	7	8	9	10	11	12
15 and 16	6000 hours	7	8	9	10	11	12

Assistant Maintainers and Department Inspectors who qualify and are assigned to a Training Program as a full Maintainer or Plant Inspector will retain their Assistant Maintainer or Department Inspector rate for the first one thousand (1000) hours of training and will progress in ac-

cordance with the above schedule for each additional one thousand (1000) hours of training.

C. If an experienced employee from the plant is selected as a trainee under this program his regular rate of pay at time of entering the training program will not be reduced but he will not be subject to periodic progression adjustments in rate until such time as his length of training will give him a higher rate of pay in accordance with the wage progression schedule of this Appendix.

Article II Inspector Training

Sec. 1 General

A. In accordance with Article I of this Appendix C, an Inspector Training Program is established to provide a training schedule, progression rates and miscellaneous provisions for those new or present employees who are classified as Inspectors or General Inspectors under the Agreement.

Sec. 2 Number of Inspectors

A. The Local Management will determine the number of Inspectors required in each plant and/or department. This number may vary between plants and at various times within plants depending upon local conditions and requirements.

B. Inspectors are considered as skilled jobs for the purpose of training under this Article.

Sec. 3 Training Program Schedules

A. It is not practicable to establish in this Article specific detail of the training program for Inspectors. However, the following outlines the broad areas of training which the Local Joint

Training Committee may include in the training program. As the need arises, the Local Joint Training Committee, based upon available local facilities together with the local requirements of the jobs involved, will establish training programs, including related training, for each of the jobs which may include but are not necessarily limited to the broad training areas indicated in the following:

1. Introduction to Quality Control Organization and Activities.
2. Product Materials.
3. Manufacturing Specifications.
4. Quality Control Practice and Technique.
5. Procedures for Quality Reporting and Action.
6. Departmental Inspection—all departments.
 - a. Product Structure and Quality items.
 - b. Application and use of Tests, Gauges and other Inspection Tools.
 - c. Inspection and Performance of Inspection Duties.
7. Abbreviated Production Maintenance Training.
8. Other Related Training.

A program of Classroom and On-the-Job Training will be developed by the Local Joint Training Committee to cover the above training program. The trainees may be rotated through the departments of the plant for training purposes, as it is considered desirable.

Sec. 4 Miscellaneous

A. Inspector trainees will not be eligible for benefits provided to Journeymen Apprentices

as outlined in this Appendix such as Certificates of Completion, bonuses, tools, etc.

Article III—Production Maintenance Training

Sec. 1 General

A. In accordance with Article I of this Appendix C, this Article III—Production Maintenance Training, establishes the training procedures, general outline of training and miscellaneous provisions for certain of the classifications of maintainers.

B. Due to the varying requirements and methods of operation in the plants, as well as the different types of equipment in those plants, it is not considered practical to attempt to establish specific training programs for all the different classifications of maintainers. Therefore, this Article will establish the basic principles for training maintainers. The Local Management with the assistance of the Division Supervisor of Training and the Local Joint Training Committee will develop the maintainer programs to suit the individual plant conditions as the need arises. Such programs will be in keeping with the general provisions of this Appendix and will follow the general outline of this Article III. The Local Joint Training Committee will submit the Local Production Maintenance Program through normal channels to the Union Management Training Committee for review and appraisal.

Sec. 2 Job Descriptions—Maintainers

A. The approved job descriptions under the Master Agreement for Production Maintainers

are made a part of this Appendix and form the basis for the training program.

Sec. 3 Training Periods, Wage Progression and Rate Determination

A. Training periods and wage progression will be in accordance with Article I of this Appendix.

Sec. 4 Training Program Schedules

A. It is not practicable to establish in this Article specific details of the training programs for the various classifications of Production Maintainers. However, the following outlines, as an example, the broad area of training which the Local Joint Training Committee may include in the training programs for Maintainers. As the need arises for such training, the Local Joint Training Committee, based upon available local facilities, together with local requirements for the Maintainer jobs involved, will establish training programs including related training for each of the Maintainer jobs. These training programs, including related training, may include but are not necessarily limited to the broad training areas indicated in the following:

1. Product materials and their use.
2. Manufacturing specifications.
3. Proper care and use of tools and equipment used by Maintainers.
4. Container and unit structure.
5. Quality specifications and control, including inspection.
6. Use of gauges and other checking devices.

7. Set up and adjustment of all equipment to produce good quality containers or units.
8. Maintenance and repair of equipment including use of required tools.
9. Oiling and greasing of equipment, including check maintenance.
10. Maintaining of check lists, lubrication lists or other related records.
11. Understanding and preparation of production schedules, spoilage and other related records and reports.
12. Instruction of trainees, helpers or operators.
13. Safety, accident prevention and good housekeeping.
14. Blueprint reading and sketching.
15. Shop mathematics as needed.
16. Efficient methods of performing work and obtaining quality production.
17. Proper maintenance and use of equipment controls, stops, timing devices, feeds, etc.

Sec. 5 Related Training

A. Production Maintenance trainees will not be eligible for benefits provided to Journeymen Apprentices as outlined in this Appendix such as Certificates of Completion, bonuses, tools, etc.

Article IV Signatures

This Appendix C to the Master Agreement between the Continental Can Company, Inc. and

the International Association of Machinists is entered into, signed and becomes effective this 24th day of February, 1960.

CONTINENTAL CAN COMPANY, INC.

W. A. LACKE—General Manager
Industrial Relations

D. W. STITT—Asst. General Manager
Industrial Relations

H. E. BOAM—General Manager
*Industrial Relations,
Metal Division*

**INTERNATIONAL ASSOCIATION OF
MACHINISTS, AFL-CIO**

E. R. WHITE
Vice President

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CONTINENTAL CAN COMPANY, INC.



and

INTERNATIONAL ASSOCIATION
OF MACHINISTS, AFL-CIO

*Pension, Insurance and
Supplemental Unemployment Benefits
Agreements*

Effective April 1, 1960

GROUP INSURANCE AGREEMENT

Details of the Group Insurance Plan referred to in Article XXV of the Master Agreement dated February 24, 1960.

Group Insurance Agreement entered into this 24th day of February, 1960 between Continental Can Company, Inc. (hereinafter referred to as the "Company") and the International Association of Machinists (hereinafter referred to as the "Union") to become effective as of April 1, 1960 (hereinafter referred to as the "Effective Date") for employees in the bargaining unit represented by the Union in this Agreement.

The Group Insurance for employees and their dependents will be provided without cost to the employees.

SECTION I ELIGIBILITY FOR BENEFITS

1. All employees in the bargaining unit as defined in the Master Agreement and who are hired on or after the Effective Date will become insured under this Agreement on the first day they work in the month following the month they were employed.

2. Employees hired prior to the Effective Date will become insured under this Agreement provided they are at work on the Effective Date. If not at work on the Effective Date they will become insured under this Agreement on the first day they return to work following the Ef-

fective Date. Employees not at work on the Effective Date who were insured under any prior Group Insurance Agreement with the Union or one of its locals covered by this Agreement will continue to be covered under the terms of such prior Agreement until they return to work, at which time they will become covered under this Agreement.

3. Dependent Insurance will become effective on the same date the employee becomes insured.

4. The insurance benefits provided by this Agreement will be applicable only to disabilities commencing or surgical procedures and services performed or hospital confinements commencing after the date the employee became insured under this Agreement.

5. The benefits provided under this Agreement will be extended to all employees including temporary or part-time employees who work an average of 20 hours weekly or more and whose major employment is with the Company, but excluding temporary or part-time employees whose principal occupation is as a "student."

6. Hospital or Surgical Benefits will not be provided under this Plan in cases where services are rendered by any facility contracted for or operated by any Government for the principal purpose of treatment of members or ex-members of its armed forces.

SECTION II LIFE INSURANCE

Each employee will be insured during active service for an amount as shown by the Schedule in Section X hereof.

The insurance will be payable upon death of the employee from any cause while so insured to the beneficiary named by the employee. The employee may change his beneficiary at any time. The Life Insurance will be payable as follows unless the employee elects some other form of payment acceptable to the Insurance Company:

- a) $\frac{1}{2}$ of insurance payable at death, and
- b) $\frac{2}{3}$ of insurance payable in 24 equal monthly installments (consisting of principal and interest) commencing one month after death.

Upon retirement of an employee under the Company's formal "Triple-C" Pension Plan at age 65 or later with at least 15 years of continuous service, the insurance will then be reduced by 10% and, on each of the next four anniversaries thereof, it will be reduced by the same dollar amount. Thereafter the remaining insurance will be continued without further reductions during the life of this Agreement.

The Life insurance of an employee who retires under the total and permanent disability or early retirement provisions of the Company's formal "Triple-C" Pension Plan will be continued in full until the first day of the month following such employee's 65th birthday and shall then be reduced as if retirement at age 65 had then occurred.

The Life insurance of each pensioner who previously retired under the early retirement provisions of any prior Agreement with the Union or one of its locals covered by this Agreement and who was living on April 1, 1960 shall be increased to the amount which it would have been if the provisions of the preceding para-

graph had been applicable on such pensioner's day of retirement.

SECTION III WEEKLY SICKNESS AND ACCIDENT BENEFITS

Each employee will be insured for an amount of non-occupational Weekly Sickness and Accident Benefits to be paid if an employee is totally disabled and unable to perform any work, as shown by the Schedule in Section X hereof.

Benefit payments commence on the first day of total disability due to a concurrent accident (provided disability commences within 7 days following the accident) or the eighth continuous day of total disability due to sickness or other reasons and will continue during such disability up to 26 weeks for any one continuous period of disability whether from one or more causes, or for successive periods of disability due to the same or related cause or causes.

Effective April 1, 1961 for hospital confinements commencing on or after that date, benefits will be paid beginning the first day of hospital confinement due to sickness or non-concurrent accident if earlier than the eighth day of disability.

In order to be eligible for these benefits an employee must be under the care of a licensed physician and furnish written proof of his disability.

If an employee is receiving weekly benefits under Workmen's Compensation or Occupational Disease Laws due to an occupational injury or sickness and if the amount of his weekly benefits is less than what he would have received under the Weekly Sickness and Accident provisions of the "Triple-A" Group Insurance Plan

if his disability had been due to non-occupational reasons, he will be paid an amount equal to the difference while disability continues and the employee continues to receive Workmen's Compensation weekly benefits up to the same 26 week maximum period.

The Weekly Sickness and Accident Benefits in the Schedule in Section X include any benefits payable pursuant to any State or Governmental non-occupational Disability Law.

Maternity Benefits under this coverage are described only in Section IX hereof.

SECTION IV DAILY HOSPITAL BENEFITS

If an employee or one of his covered dependents goes to a legally constituted hospital because of non-occupational sickness or injury, Daily Hospital Benefits will be paid for the actual amount charged for room and board in ward or semi-private room accommodations, for a maximum of 120 days' confinement. If confinement is in a private room, the benefit will be equal to the hospital's charge but not in excess of \$15 for a maximum of 120 days.

Effective April 1, 1961 for hospital confinements commencing on or after that date, the Daily Hospital Benefit for a private room will be equal to the hospital's actual charge up to \$15 or, if greater, up to the most common semi-private room charge, for a maximum of 120 days.

Payments for Daily Hospital Benefits will not exceed 120 days for any one continuous period of confinement whether due to one or more causes. If the confinement is for less than for the maximum 120 days of coverage and the employee or his dependent leaves the hospital

and again returns to the hospital because of the same injury or illness or some cause related to it, benefits for the second admission will be payable for up to the balance of 120 days.

If the employee or covered dependent again becomes a Hospital patient for a different or unrelated cause and if his or his dependent's (as applicable) Daily Hospital Benefits are still in force, the full 120 days will be available.

Daily Hospital Benefits, if exhausted, are reinstated following an employee's return to work or a dependent's recovery from the disability causing the immediately preceding confinement.

Should the employee return to work for at least 3 months or should his dependent recover from the disability causing the immediately preceding confinement and resume normal activities for a period of at least 3 months after leaving the Hospital, a subsequent Hospital confinement shall be treated as a completely new claim and full benefits will be available for this confinement regardless of whether it is due to the same cause.

These Daily Hospital Benefits include any such benefits payable pursuant to any State or Governmental non-occupational Hospitalization Law.

Maternity Benefits under this coverage are described only in Section IX hereof.

SECTION V SPECIAL HOSPITAL CHARGES

Special Hospital Charges for employees and dependents pays benefits for non-occupational conditions equal to the actual amount charged for an ambulance or charges by a legally constituted Hospital for the use of the operating room and other Special Hospital Services such

as dressings, radiation therapy, diagnostic services, blood transfusions including blood or blood plasma, drugs or anesthesia and oxygen and administration thereof, which are necessary and required for medical or surgical care or treatment during the period for which Daily Hospital Benefits for room and board are paid. This does not include the charges of Doctors or of Special Nurses or any items not necessary or required for medical care.

Benefits are payable for Special Hospital Services if such services are received during hospitalization as an inpatient. However, if because of a non-occupational accident, emergency outpatient care commences in a legally constituted Hospital not later than 48 hours following the injury, or if an operation for non-occupational reasons is performed in the Outpatient Department of a legally constituted Hospital, benefits on account of such required Special Hospital Services are payable.

Also, if radiation therapy treatments for non-occupational conditions are received in the Outpatient Department of a legally constituted Hospital, such treatments will be covered to the extent that they are provided as a Special Hospital Service. Benefits for Special Hospital Services are also available for the following diagnostic services performed in the Outpatient Department of a legally constituted Hospital which provides such diagnostic services, when directed principally towards a definite and specific condition of non-occupational illness or bodily injury:

X-ray examinations with films,
Basal metabolism tests,
Electrocardiograms, and
Electroencephalograms.

In any case where Special Hospital Charges benefits are provided in connection with outpatient treatment, each visit to the Outpatient Department of a Hospital counts as one day of hospitalization; the maximum days of hospitalization being 120.

These Special Hospital Charges include any such benefits payable pursuant to any State or Governmental Non-occupational Hospitalization Law.

Maternity Benefits under this coverage are described only in Section IX hereof.

SECTION VI DOCTOR'S HOSPITAL CALLS

If an employee or one of his dependents is confined in a legally constituted Hospital due to a non-occupational sickness or accident not requiring surgery, the employee will receive reimbursement for charges made by physicians, including specialists, for professional visits up to an aggregate maximum of \$4 times the number of days for which Daily Hospital Benefits are paid, but not to exceed a total of \$124.

If an operation is performed, benefits will also be payable subject to a maximum amount equal to the greater of:

1. \$4 times the number of days for which Daily Hospital Benefits are paid (up to a total of \$124) prior to the day the operation is performed, or
2. \$4 times the entire number of days for which Daily Hospital Benefits are paid (up to a total of \$124), less the amount paid for the operation.

This coverage does not apply to Maternity cases.

SECTION VII SURGICAL BENEFITS

Surgery

If an employee or one of his covered dependents undergoes a surgical operation due to non-occupational sickness or injury, the employee will receive an amount equal to the charges made by the operating Surgeon up to the maximum amount specified for that operation in the attached Exhibit A, Schedule of Surgical Operations—

Benefits are provided for surgical services consisting of operative and cutting procedures for the treatment of diseases, injuries, fractures or dislocations, which are performed in or out of a Hospital by a licensed Physician and, in the case of reduction of fractures and dislocations of the jaw, which are performed either by a licensed Physician or by a Doctor of Dental Surgery.

The maximum payment in the Schedule of Surgical Operations is \$300 for one or more operations during the same period of disability or during separate periods of disability the same or related cause.

Even though the maximum reimbursement of \$300 has been paid, full Surgical Benefits are payable for each period of disability due to unrelated cause, provided an employee has recovered from the disability causing the operation and immediately returned to work for a period of 3 months or a dependent has resumed normal activities.

If an employee returns to work for a period of 3 months or a dependent resumes normal activities preceding the immediately preceding surgical operation causing the disability, the employee or dependent must remain disabled for a period of at least 3 months, full Sur-

gical Benefits are again available regardless of whether it is for the same cause.

Oral Surgery

Benefits are also provided in non-occupational cases for operative and cutting procedures for the treatment of diseases and injuries of the jaw or for the extraction of impacted teeth if admitted as an inpatient to a legally constituted Hospital and if the surgery is performed by a licensed Physician or a Doctor of Dental Surgery.

These benefits will be paid only for the specific services set forth in the attached Schedule of Oral Surgery—Exhibit B. Reimbursement will be in an amount equal to the Doctor's charge but not greater than the maximum amount specified in the Schedule of Oral Surgery.

Radiation Therapy

Benefits are also payable in non-occupational cases for treatments by X-ray, Radium or External Radiation, which may be provided either in or out of the Hospital, when performed and billed by a licensed Physician.

Payments will be made at the rate of \$7.50 per treatment or the Physician's charge for such treatment, whichever is less, for only the particular conditions set forth and up to the maximum amounts specified in the attached Maximum Payments for Radiation Therapy schedule—Exhibit C.

Payments to the Physician for Radiation Therapy will not be made under this coverage if payments therefor are claimed by a Hospital, Laboratory, or other Institution or if the treatments are covered to any extent by the Daily Hospital Benefits or Special Hospital Charges.

under which the employee or his dependent is covered.

Anesthesia Services

Benefits are provided, in cases of surgery due to non-occupational causes, for the administration of anesthetics, except local infiltration anesthetic, either in or out of the Hospital, when administered and billed by a licensed Physician other than the operating Surgeon or his assistant.

Payments will not be made under this coverage if payments therefor are claimed by a Hospital or other Institution or if the services are covered to any extent by the Daily Hospital Benefits or Special Hospital Charges under which the employee or his dependent is covered. Payment for administration of anesthetics will be in accordance with the following, but in no event will such payments be greater than the licensed Physician's charge for such services:

<u>Payment Under "Triple-C" For Surgical Procedures</u>	<u>Maximum Payment For Anesthetics</u>
\$75.00 or under (or for Obstetrical Delivery by Manipulation)	\$15.00
Over \$75.00	20% of the payment for Surgical Procedures

Maternity Benefits under the Surgical Benefits coverage are described only in Section IX hereof.

SECTION VIII DIAGNOSTIC SERVICES

Diagnostic X-Rays

Benefits are provided for diagnostic X-ray examinations, either in or out of the Hospital, which are required in the diagnosis of a spe-

cific non-occupational condition due to disease or injury and which are either:

1. ordered by a licensed Physician or a Doctor of Dental Surgery who is engaged in general or special practice other than Radiology, and, when so ordered, are made by a licensed Physician (excluding a Doctor of Dental Surgery or the Doctor ordering such X-rays), who limits his practice to Radiology, or

2. made by a licensed Physician (excluding a Doctor of Dental Surgery) qualified to undertake Radiological examinations within the confines of a single specialty.

Payments for these benefits will only be made for the specific diagnostic X-rays and amounts set forth in the attached Maximum Payment for Diagnostic X-Ray Examinations schedule—Exhibit D, plus \$10.00 for examinations made with portable apparatus outside the Hospital or Doctor's office, but in no event more than the Physician's actual charge for the service performed and subject to a maximum of \$75 of total benefits to be paid during any 12-month period.

Payments will *not* be made for the following:

1. X-ray examinations in connection with pregnancy, care of teeth, research studies, screening, routine physical examinations or check-ups, pre-marital examinations, routine procedures provided on admission to a Hospital, fluoroscopy without films, or any examination not necessary to the diagnosis of a sickness or injury, or

2. X-ray examinations for which payments are claimed by a Hospital, laboratory, or other institution, or if the services are covered

ered to any extent by the Daily Hospital Benefits or Special Hospital Charges under which the employee or his dependent is covered.

Diagnostic Examinations

Benefits cover only the following specific diagnostic examinations whether provided either in or out of the Hospital, when made or ordered and charged by a licensed Physician on behalf of a non-occupational condition, up to the maximum amounts indicated but in no event greater than the Physician's charge for such examinations:

<u>Diagnostic Examination</u>	<u>Maximum Payment</u>
Electroencephalogram	\$25.00
Electrocardiogram	15.00
Basal metabolism	10.00

The maximum payment for all such diagnostic examinations shall be limited to \$75.00 of total benefits to be paid during any 12-month period.

Payments Will Not Be Made For The Following:

1. Examinations in connection with pregnancy, care of teeth, research studies, aerobics, routine physical examinations, or check-ups, pre-marital examinations, routine procedures provided on admission to a Hospital, or any examinations that are not necessary to the diagnosis of a specific sickness or injury, or
2. Examinations for which payments are claimed by a Hospital, laboratory, or other institution, or if the services are covered to any extent by the Daily Hospital Benefits or

Special Hospital Charges under which the employee or his dependent is covered.

SECTION IX MATERNITY BENEFITS

Eligible employees and covered wives of eligible employees will be insured for Maternity Benefits in accordance with the following schedule which represents the benefits payable under the "Triple-C" Plan for Maternity cases:

Schedule of Maternity Payments

For Female Employees

	Up to
Weekly Disability Payments	
Up to \$55 for 6 weeks	\$330

For Female Employees and Wives of Male Employees

1. Daily Hospital Benefits	
Semi-Private Accommodations	full cost
Private Room	\$15 per day
2. Special Hospital Charges	full cost
3. Obstetrical Fees	
Normal Delivery	\$90
Miscarriage	\$42
Caesarean Section, including delivery, or abdominal operation for ectopic pregnancy	\$150

* Up to 14 days in case of Normal Delivery and up to 120 days for complications requiring hospitalization arising out of, during or following pregnancy.

Effective April 1, 1961 the preceding benefits will be increased as follows:

1. Weekly Benefits—up to \$60 for 6 weeks up to \$360.
2. Daily Hospital Benefits for Private Room—Hospital's actual charge up to \$15 or, if greater, up to the Hospital's most common Semi-Private room charge.

These Maternity Benefits are payable only for surgical procedures and services performed

or hospital confinements commencing after the specified preceding benefits for the employee or dependent wife became effective and on behalf of pregnancies which commenced after the employee or dependent wife, as applicable, became insured for these coverages.

SECTION X SCHEDULE OF LIFE INSURANCE AND WEEKLY SICKNESS AND ACCIDENT BENEFITS

*Employee's Annual Base Pay	Life Insurance	Weekly Sickness and Accident Benefits for Disability Commencing:
Under \$3,500	\$ 6,000	Prior to 4/1/51
\$3,500 to 4,500	6,000	4/1/51 and thereafter
4,500 to 5,500	6,000	\$17.50
5,500 to 6,500	8,000	\$17.50
6,500 to 7,500	10,000	\$17.50
7,500 to 8,500	12,000	\$17.50
8,500 to 9,500	14,000	\$17.50
9,500 to 10,500	16,000	\$17.50
10,500 to 11,500	18,000	\$17.50
Etc. in \$1,000 steps Etc.	20,000	\$17.50

* Annual base pay equals the employee's regular base hourly rate times 2080 hrs. in the case of a regular per-time employee. (Employees assigned regular per-time employees scheduled for less than full time) not more than 52 times the average annual number of hours per week. In the case of variable annual base pay is determined by multiplying the employee's monthly base salary by 12.

The amount of Life Insurance provided herein shall include any amount of death benefits provided at Company cost under any other benefit plan of the Company or predecessor company.

Class
ge of annual base pay (other
efficient to place an employee
ings class, the amount of his
his Weekly Sickness and
ill be changed accordingly
nge in rate of pay is put
employee is then at work;
upon his return to work.

SECTION XI DEPENDENTS

Dependents are defined as the wife of a male employee and the unmarried children over 14 days and under 19 years of age of a male employee, or of a widowed female employee, or of a divorced or legally separated female employee, provided she is the principal support of such children, but excluding, in all cases, any person also employed by Continental Can Company, Inc. or its subsidiaries and any person residing outside the United States and Canada.

In the case of a new born child, such child will be considered as a dependent for the purposes of Daily Hospital Benefits, Special Hospital Charges and Doctor's Hospital Calls prior to 14 days of age only during the period, if any, the child is confined to the Hospital following the mother's discharge from the Hospital.

For the purpose of Surgical Benefits a new born child will be considered as a dependent from the date of birth.

SECTION XII HOSPITAL-SURGICAL BENEFITS AFTER RETIREMENT

The following benefits apply to all confinements in a legally constituted Hospital commencing or for surgical procedures performed

on or after April 1, 1960. Retired employees of the Company residing in the United States or Canada who shall have been retired on normal, early or disability pensions under the "Triple-C" Pension Plan negotiated with the Union or who shall retire under such "Triple-C" Pension Plan during the term of this Agreement, and the employee's female spouse who was also his spouse at the time of retirement, if any, shall be covered for Hospital-Surgical Insurance following the employee's retirement as hereafter provided:

1. Daily Hospital Benefits providing reimbursement up to full semi-private or ward rate, or up to \$15 a day for private room, for as long as 120 days during any one continuous period of Hospital confinement. Periods of Hospital confinement due to the same or related causes are considered as one continuous period unless separated by a 3-month interval.

2. Reimbursement for full cost of ambulance or necessary services charged by a legally constituted Hospital while the retired employee or female spouse, if any, are receiving Daily Hospital Benefits.

These services include:

Ambulance	Electrocardiograms
Anesthesia	Fluoroscope
Blood Metabolism Tests	Laboratory Tests
Blood and Plasma	Operating Room
Diagnostic Exams	Oxygen
Dressings	Radiation Therapy
Drugs and Medicines	X-Ray Tests

and any other necessary hospital care, including general nursing but not private nurses or Doctors' bills.

3. A retired employee or female spouse, if any, will receive reimbursement for Hospital

out-patient charges in connection with minor surgery, or treatment for an accident within 48 hours after the accident.

4. Reimbursement for charges made for surgical operations performed on a retired employee or female spouse, if any, will be made up to the fee listed in the attached Schedule of Surgical Benefits for Retired Employees--Exhibit E. The maximum reimbursement is \$200 for all surgery performed during any one continuous period of disability. Disability shall be considered continuous for this purpose unless there is a 4-month interval without surgery.

Full Surgical Benefits will be paid again for surgery separated by a 3-month interval.

5. Benefits will be paid toward charges made by a Doctor visiting a retired employee or female spouse, if any, for visits made in a legally constituted Hospital, as follows:

(a) If there is no surgery, up to \$4 will be paid for each day in the Hospital up to a maximum of \$124.

(b) In case of surgery, the larger of the following will be paid:

(1) \$4 a day up to \$124 for days in the Hospital prior to the surgery, or

(2) \$4 a day for all days in the Hospital up to \$124, less the amount of Surgical Benefits paid.

The preceding benefits are payable only for non-occupational disabilities. They will not be payable in cases where services are rendered by any facility contracted for or operated by any Government for the principal purpose of treatment of members or ex-members of its armed forces. Also, they will not be paid in any case

when active employee "Triple-C" Hospital-Surgical Benefits are payable.

Coverage under this Section XII for the retired employee shall cease when the retired employee shall have received total benefits of \$2500 or shall die. Coverage for a female spouse shall cease upon receipt of \$2500 benefits paid upon her behalf, upon her death or upon the death of her husband, whichever is earliest.

If subsequent Governmental legislation should provide any of these benefits for retired employees or their wives, the parties will meet and agree on modifications of this Section XII to eliminate any duplication of benefits and as to disposition of any savings to the Company. The costs of these benefits will be based on the groupings of retired employees as determined by the Company, if any, who are participating in this program.

SECTION XIII MODIFICATION TO MEET STATE OR GOVERNMENTAL LAWS

This "Triple-C" Plan will be modified when and if it is necessary to meet the requirements of any non-occupational State or Governmental Disability or Hospitalization Law and in accordance with any such Law. It is the intention of the parties that the "Triple-C" Plan will provide any benefits beyond those of the "Triple-C" Plan as required by such Law but with any additional costs for such further benefits to be paid for by the employees.

SECTION XIV EMPLOYEE BOOKLETS AND CERTIFICATES OF INSURANCE

Announcement Booklets will be distributed to all covered employees and retired employees.

and will describe the major provisions of the Plan applicable to them. Insured employees and retired employees will also receive Certificates of Insurance further describing the pertinent provisions of their coverages.

SECTION XV CLAIM PAYMENTS

Claims will be administered by the Metropolitan Life Insurance Company as underwriter of the Plan. This Insurance Company will have the responsibility for evaluation and payment of such claims based upon information contained in prescribed claim forms and the Insurance Company shall have the right to require such additional medical or other information as they may find necessary to properly evaluate a claim.

SECTION XVI DISCONTINUANCE OF INSURANCE BEFORE RETIREMENT

All insurance (employee and dependent) will be discontinued upon termination or separation from active employment subject to the following exceptions:

1. Life insurance will be continued up to 9 months and Disability Benefits up to 1 month for an employee laid off temporarily or granted a leave of absence for personal reasons other than disability provided that the possibility of re-employment continues and the employee returns to work whenever recalled or upon the expiration of approved leave of absence.
2. For lay-offs commencing on or after April 1, 1961, all Group Insurance except Weekly Sickness and Accident Benefits will be continued following lay-off for employees with

at least two years of continuous service, at date of lay-off for up to six months following date of lay-off provided that an employee who fails to return upon recall shall cease to have such continued coverage. The provisions in paragraph 1 for continued coverage in excess of the foregoing shall continue in effect.

3. Following discontinuance of insurance of active employees under the provisions of the Plan, all coverages will cease, except that Life Insurance protection will continue for 31 days thereafter.

4. Life Insurance and Disability Benefits of employees who become totally disabled and who do not retire will be continued during disability for a maximum of up to 2 years from the date last worked. If maximum payments for any form of benefit are made, the benefit will not be reinstated until the employee returns to work.

5. If an employee who is on lay-off becomes totally disabled and does not retire and who would have been recalled while any of his insurance is still in force, the insurance which has not been exhausted will be continued during such disability for a maximum of 2 years from the date he last worked.

6. If an employee who is disabled would have been laid off had he been at work and later recovers and continues in a laid off status with the possibility for re-employment existing, his Life Insurance will be continued for 9 months from the date he would have been laid off or 2 years from the date last worked, whichever is earlier.

7. If a female employee or dependent wife is pregnant on the date of cessation of insur-

ance on her account, and if she was not pregnant on the date insurance on her account became effective but became pregnant while insurance on her account was effective, and if due to such pregnancy she is confined in a Hospital or undergoes a surgical operation within 9 months following withdrawal of insurance on her account, she will be entitled to the benefits outlined under Section IX hereof—Maternity Payments and only these benefits.

SECTION XVII RETIREMENT

Except for the provisions relating to insurance continuance after retirement on a formal Company "Triple-C" pension described in Section H and Section XII hereof, all other insurance under the "Triple-C" Plan will cease upon retirement from active service.

SECTION XVIII RIGHTS AND OBLIGATIONS AS TO BARGAINING

During the term of this Agreement, neither the Union nor any of the employees shall:

1. make any request that this Agreement be changed in any respect or terminated or that the amount of insurance which the Company is to provide under the terms of this Agreement be increased; or
2. engage or continue to engage in or in any manner encourage or sanction any strike or other action which will interfere with work or production at any of the plants of the Company specified in the Master Agreement for the purpose of securing any such increase or any such change or any other action with respect to insurance.

During the term of this Agreement, the Com-

pany shall not have any obligation to negotiate or bargain with the Union with respect to any of the matters covered by Paragraphs 1 and 2 above.

During the term of this Agreement, the Company shall not change or request any change in this Agreement or engage in, sanction or permit any lockout for the purpose of securing any such change.

SECTION XIX DISPUTES

Disputes under this Agreement shall be processed as grievances under the grievance procedure of the Master Agreement commencing with step three (3).

SECTION XX TERM OF AGREEMENT

This Agreement is made with the understanding that it will become effective as of April 1, 1960, except as may be specifically otherwise provided herein, and will remain in effect until November 30, 1962, and will be automatically renewed thereafter for successive periods of 12 months unless either party requests a change in this Agreement or the negotiation of a new Agreement by giving written notice to the other party not less than 60 calendar days before November 30, 1962, or November 30 of any other year thereafter; provided that in any event this Agreement shall remain in effect only as long as a Master Agreement continues to exist between the parties.

CONTINENTAL CAN COMPANY, INC.

W. A. LACKEL, General Manager Industrial Relations

WALTER F. KUNT, Asst. to Gen. Mgr. Industrial Relations

INTERNATIONAL ASSOCIATION OF MACHINISTS
F. R. WHITE, President

EXHIBIT A
Schedule of Surgical Operations

The amount of payment for any surgical operation shall not exceed the amount specified in this Schedule for such surgical operation.

The amounts specified in this Schedule are not intended to represent what the physician's or surgeon's charge will or should be, but merely state the maximum amount payable to the Employee in cash under the terms of this Agreement.

If more than one operation is performed through the same abdominal incision, the total payment for all such operations shall not exceed the greater of \$210.00 or the maximum payment specified in the schedule for that one of such operations for which the largest amount is payable.

Surgical Operation	Maximum Payment
ABDOMEN	
Resection of stomach or large intestine (including rectum)	\$300.00
Cholecystectomy: plastic repair or reconstruction of bile ducts	100.00
Pancreaticectomy, local, partial or subtotal	400.00
Removal, or other operation on gall bladder or liver	240.00
Gastro-enterostomy, gastrostomy	240.00
Intestine, small, resection or anastomosis	240.00
Pyloroplasty	240.00
Subdiaphragmatic or subphrenic abscess	240.00
Peptic ulcer, perforated, closure of	210.00
Exploratory laparotomy	210.00
Appendectomy	150.00
Cutting into abdominal cavity for diagnosis or treatment of organ therein (unless otherwise specified in this schedule)	210.00

Surgical Operation	Maximum Payment
AMPUTATIONS	
Upper Extremity	
Interscapulo-thoracic	300.00
Disarticulation of shoulder	120.00
Arm through humerus	120.00
Forearm, through radius and ulna	120.00
Hand through metacarpal bones	72.00
Finger, one at any joint or phalanx	48.00
each additional finger	18.00
Lower Extremity	
Hind-quarter (Hemipelvectomy)	300.00
Disarticulation of hip	210.00
Thigh: through femur, supracondylar	150.00
through condyles of femur	210.00
Leg: through tibia and fibula	150.00
Foot, transmetatarsal	90.00
Toe, one at any joint or phalanx	48.00
each additional toe	18.00
BONES	
Osteoplasty (shortening or lengthening of bone)	240.00
Dissected bone, removal, (alveolar process erupted):	
Metacarpal, Metatarsal, or Phalanx	60.00
All others	100.00
Drilling of cortex for osteomyelitis or bone abscess or incision of periosteum, (alveolar process erupted)	60.00
Casting operation for removal of material used for internal fixation	60.00
Osteotomy for correction of congenital or acquired deformities:	
Major long bones	90.00
Fingers or toes	60.00
Epiphyseal arrest by cutting, grinding or suturing	60.00
Kyphosis, one or more, removal of	60.00
BREAST	
Abset scars	42.00
Benign tumors, or partial amputation	60.00
Mastectomy:	
Simple	120.00
Radical	300.00

Surgical Operation	Maximum Payment
CARDIOVASCULAR SYSTEM	
Heart and Pericardium:	
Cardiotomy, pericardiotomy or pericardi-	
ectomy	300.00
Arteries:	
Arteriotomy, with exploration or removal	
of embolus:	
intrathoracic	300.00
intraabdominal	210.00
neck or extremities	60.00
excision of arterial or arteriovenous	
aneurysm	100.00
Angiography:	
catheterization of heart chambers	60.00
cerebral angiogram, with vessel exposure ..	36.00
Veins:	
Varicose veins:	
injection treatment, each treatment (not	
more than 5)	12.00
striking operation	90.00
Phlebectomy, with exploration or removal	
of thrombus	300.00
intrathoracic	300.00
intraabdominal	210.00
neck or extremities	60.00
Transfusion of Blood:	
Recipient, each transfusion (not more than	
8)	30.00
CHEST	
Cutting into thoracic cavity for diagnosis or	
treatment of organs therein (unless other-	
wise specified in this schedule)	300.00
Lobectomy	300.00
Pneumolysis	100.00
Thoracotomy for drainage	60.00
Pneumothorax, artificial: induction of	36.00
each re-dil	12.00
Thoracostomy: puncture of pleural cavity for	
aspiration	12.00
DISLOCATIONS, REDUCTION OF:	
Unless otherwise specified, the maximum pay-	
ment shown is the payment for closed reduction	
or treatment.	
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Surgical Operation	Maximum Payment
Maximum payment for open reduction or operation for treatment of compound dislocations is twice the amount shown for closed reduction unless otherwise specified in the schedule.	
Temporomandibular (clavicle, sternoclavicular, or acromioclavicular)	18.00
Shoulder (humerus): closed reduction	60.00
open reduction	48.00
Elbow	210.00
Wrist: carpal or carpal	60.00
Finger	12.00
Thumb: closed	12.00
open	60.00
Hip (femur)	120.00
Knee (tibia)	90.00
Patella: closed reduction	48.00
open reduction	120.00
Semilunar cartilage (meniscus): closed	18.00
open	150.00
Ankle or Astragalus-tarsal	60.00
Other tarsal or Metatarsal	12.00
Toe	12.00
EAR, NOSE OR THROAT	
Laryngectomy	300.00
Laryngoscopy	300.00
Excision of semicircular canals	300.00
Mastoidectomy	180.00
Myringotomy: tympanotomy: pharyngotomy	18.00
Tonsillectomy:	
Removal of tonsils or tonsils and adenoids:	
Employee, Wife, or Child 12 years of age and over	60.00
Child under 12 years of age	36.00
Nasal septum, submucous resection with or without rhinoplasty	120.00
Rhinoplasty: with or without submucous resection:	
Including grafts	180.00
Without grafts	120.00
Maxillary sinusotomy, simple:	
astrom window operation:	
unilateral	60.00
Maxillary sinusotomy, radical (Caldwell-Luc):	
unilateral	120.00
bilateral	180.00

Surgical Operation	Maximum Payment
Sphenoid or ethmoid sinusotomy.....	40.00
Frontal sinusotomy, external, radical.....	100.00
Combined external, frontal, ethmoid and sphenoid sinusotomy:	
unilateral.....	100.00
bilateral.....	240.00
Removal of nasal polyps or turbinate (one or more).....	30.00
Tracheotomy.....	90.00
Laryngectomy.....	100.00

ENDOSCOPIC PROCEDURES

Theranoscopy, laryngoscopy, or Cystoscopy:	
With surgical operation.....	100.00
Without surgical operation.....	72.00
Bronchoscopy, esophagoscopy, or gastroscopy:	
With surgical operation.....	120.00
Without surgical operation.....	72.00
Laryngoscopy, direct:	
With surgical operation.....	90.00
Without surgical operation.....	30.00
Cystoscopy:	
With surgical operation (not otherwise classified).....	60.00
Without surgical operation.....	30.00
Proctoscopy—Sigmoidoscopy—Ble Rectum	

EYE

Detached retina, repair of.....	240.00
Cataract, extraction.....	100.00
Conjunct, suturing.....	60.00
Enucleation or evisceration.....	150.00
Enucleation or evisceration, with implantation.....	100.00
Cutting operation on eye muscles, one or more muscles.....	150.00
Glaucoma, operation for.....	150.00
Removal of intraocular foreign body.....	150.00
Iridectomy or Keratotomy.....	100.00
Plastic repair of eye-lid.....	120.00
Pterygium.....	60.00
Operative removal of foreign body imbedded in cornea or sclera.....	10.00

Surgical Operation	Maximum Payment
FRACTURES, TREATMENT OF	
Unless otherwise specified the maximum payment is the payment for closed reduction or treatment.	
Maximum payment for open reduction or operation for treatment of compound fractures is twice the amount shown for closed reduction unless otherwise specified in the schedule but not exceeding \$300.	
Epiphyseal separations are considered fractures of the bone involved.	
Skull	
Depressed:	
Requiring dural repair	300.00
Not requiring dural repair	150.00
Non-operative treatment	60.00
Facial Bones	
Nose	30.00
Mandible, or maxilla	60.00
Mandible, or maxilla, open or closed reduction, with wiring of teeth or application of skeletal fixation	120.00
Facial bones (not otherwise classified)....	30.00
Spine and Trunk	
Vertebra, body of:	
closed treatment (one or more)	120.00
laminectomy or spine fusion for	200.00
Vertebral process, one or more	30.00
Sacrum	60.00
Coccyx	30.00
Ribs: one	24.00
each additional	6.00
Sternum	30.00
Sternum, depressed, open reduction	120.00
Clavicle	40.00
Scapula	60.00
Pelvis:	
Closed reduction	30.00
With fracture and protrusion of the acetabulum	150.00
Open operation including repair of pelvic contents	300.00
Upper Extremity	
Humerus	120.00
Elbow, fracture into	120.00

Surgical Operation	Maximum Payment
Radius and/or ulna	120.00
Wrist: Carpal bones—one or more	90.00
Metacarpal—one or more	60.00
Finger or thumb: one	36.00
each additional	12.00
Lower Extremity	
Femur	210.00
Tibia and/or fibula	150.00
Patella	78.00
Ankle, bimalleolar or trimalleolar	150.00
Astragalus and/or Os Calcis	120.00
Other Tarsal and/or Metatarsal bones	60.00
Toes: one	36.00
each additional	12.00
GENITAL SYSTEM	
Female (Gynecology)	
Radical hysterectomy for malignant tumor ..	306.00
Hysterectomy, including total or subtotal supracervical or panhysterectomy (with or without, dilatation and curettage, surgery on tubes, ovaries, ligaments or pelvic floor repair)	210.00
Excision of fibroid tumor of uterus	150.00
Uterine suspension or fixation	150.00
With interposition, with or without pelvic floor repair	180.00
Amputation of Cervix	60.00
Local excision of lesion of cervix, conization, cauterization or any combination thereof ..	30.00
Dilatation and curettage (non-puerperal) ...	42.00
Dilatation and curettage (non-puerperal) with local excision of lesion of cervix, conization or cauterization	60.00
Cystocele and/or rectocele, repair of	90.00
Parasymphysis, perineoplasty, colpoplasty, other gynecological plastic, or any combina- tion thereof	90.00
Any operation on the ovaries and/or fal- lopian tubes	150.00
B Bartholin's and Skene's glands, or areolar caruncles:	
Excision	42.00
Incision	18.00
Male	
Prostate, removal for malignant tumor	360.00

Surgical Operation	Maximum Payment
Prostate removal	240.00
Prostate, external drainage of abscess	60.00
Orchidectomy or epididymectomy	90.00
Excision of:	
Hydrocele	90.00
Varicocele:	
Unilateral	60.00
Bilateral	90.00
Vasectomy for disease	48.00
Incision into testis or epididymis	42.00
Circumcision:	
Of Employee or Dependent 12 years of age or over	36.00
Of Dependent under 12 years of age	24.00
HERNIA	
Hernioplasty: herinorrhaphy: herniotomy:	
Single	\$120.00
Multiple	100.00
Hiatus or diaphragmatic	300.00
Ventral, incisional	210.00
Ventral, incisional with fascial or artificial implant	240.00
JOINTS	
Arthroplasty	
Shoulder, elbow, hip, knee	600.00
Wrist or ankle	150.00
Any other joint	72.00
Arthrodesis: fusion or fixation	
Hip or shoulder	210.00
Knee or ankle	180.00
Elbow or wrist	150.00
Spine fusion—see Spine	
Intervertebral disc—see Spine	
Arthrotomy	
Shoulder, elbow, hip or knee	100.00
Wrist or ankle	150.00
Any other joint	(60.00)
Capsulotomy and/or capsulectomy	
Shoulder, elbow, hip and knee	100.00
Any other joint	60.00
Capsulorrhaphy: suture of repair of joint	
capsule	60.00
Bursa—Excision of or incision into	90.00
Needling of	24.00

<i>Surgical Operation</i>	<i>Maximum Payment</i>
MUSCLES—CUTTING, REPAIR, SUTURING AND TRANSPLANTATION	
Single	60.00
Each additional	38.00
Division of scalenus anticus	90.00
Division of sternocleidomastoid for torticollis	120.00
NERVES	
Gasserian ganglionectomy	300.00
Sympathectomy	210.00
Retrogasserian neurectomy: transection of sen- sory root of trigeminal nerve	210.00
Transection of vestibular branch of acoustic nerve	120.00
Peripheral nerve trunk surgery	90.00
Transection of phrenic nerves	90.00
Injection of alcohol	30.00
Diagnostic and therapeutic blocks:	
Sympathetic block (lumbar, dorsal, or cer- vical), initial	30.00
Paravertebral block, initial	30.00
OBSTETRICAL PROCEDURES	
Delivery of child or children	90.00
Cesarean section, including delivery	150.00
Abdominal operation for extra-uterine preg- nancy	150.00
Misarrriage	45.00
PARACENTESIS	18.00
RECTUM AND ANUS	
Proctoplasty, perineal, for stricture or pro- lapse	120.00
Cutting operation or injection treatment for radical cure of hemorrhoids (complete pro- cedure):	
Other than external	90.00
External only	30.00
Cutting operation for fistula-in-ano	90.00
Proctorrhaphy for stenosis	90.00
Cutting operation for fissure	30.00
Cryptectomy, single or multiple	12.00
Excision of external thrombotic hemor- rhoid	18.00

Surgical Operation	Maximum Payment
Biopsy, not otherwise classified	12.00
Other cutting operations	30.00
Proctoscopy	12.00
Proctoscopy, with removal of papillomas or polyps	30.00
Sigmoidoscopy	30.00
Sigmoidoscopy, with removal of papillomas or polyps	42.00
If more than one operation is performed at any one time on the rectum or anus, the maxi- mum payment shall not exceed \$150.	
SKIN AND SUBCUTANEOUS AREOLAR TISSUE	
Excision of pilonidal cyst or sinus	120.00
Wide excision or lesion, with graft or plastic closure	120.00
Wide excision of lesion, without graft or plas- tic closure	60.00
Drainage of furuncle, small subcutaneous abscess or sebaceous cyst	12.00
Drainage of abscess or paronychia, with or without complete or partial avulsion of nail	12.00
Drainage of lymph node abscess or lympho- denitis	12.50
Incision and removal of foreign body	12.00
Biopsy of skin, subcutaneous tissue, or lymph node	12.00
Local excision of small benign neoplastic keratocyst, inflammatory or congenital lesion	18.00
Excision of nail, nail bed, or nail fold:	
partial	12.00
complete	30.00
Excision of lymph node for diagnosis	60.00
Simple excision of lymph node for tuber- culosis	60.00
Excision of carbuncle	30.00
Drainage of carbuncle	18.00
Incisions, surgical repair of:	
Neals	12.00
Each additional	12.00
All types, maximum	60.00
Burns, surgical treatment of:	
Third degree	42.00
Second degree	24.00

Surgical Operation	Maximum Payment
SKULL .	
Craniotomy, with plastic repair, bone graft, metal or plastic plate	300.00
Trephination (or burr holes) exploratory:	
Unilateral	60.00
Bilateral	90.00
Ventriculography	60.00
SPINE	
Intervertebral disc, operation for	300.00
Laminectomy	300.00
Spine fusion	300.00
Pneumo-encephalography	30.00
Spinal puncture (lumbar puncture)	18.00
TEMPLES	
Cutting, Repair, Suture and Transplantation:	
Single	60.00
Each additional	30.00
Fasciectomy for Dupuytren's contracture ...	120.00
THYROIDECTOMY	270.00
TUMORS	
Removal of, by rutting operation:	
Malignant tumors (except those of face, lip, or skin)	300.00
Malignant tumors of face, lip, or skin	120.00
URINARY SYSTEM	
Removal of kidney	240.00
Creating operation into kidney, ureter, or bladder	210.00
Cystostomy, (for drainage)	120.00
Creating into urethra	120.00
Lithotomy or crushing of stone	120.00

The maximum payment for any surgical operation not specified in the foregoing schedule shall be determined by the Insurance Company on the basis of the severity of the type of operation, in an amount consistent with the maximum payments for operations listed in this Schedule.

EXHIBIT B

Schedule of Oral Surgery

Surgical Operation	Maximum Payment
Surgical removal of impacted tooth	
Soft tissue impaction	\$10.00
Partially covered by bone	35.00
Completely covered by bone	75.00
Limit for one hospitalization not to exceed \$150.00	
After removal of first impaction, the remaining impactions will be paid for at one-half rate.	
Dental root resection: apicoectomy, one	35.00
Alveolotomy: area occupied by lost teeth and new teeth	35.00
(Two or more partial areas of six teeth are classed as multiple operations at one and one-half times maximum fee)	
Alveolotomy: maxillary or mandibular	60.00
Excision of radicular or dentigerous cyst - extensive	150.00

EXHIBIT C

Maximum Payments for Radiation Therapy

Condition	Maximum Payment
MALIGNANCY OF THE GENITO-URINARY TRACT	
Uterus and ovaries	\$150.00
Kidneys	150.00
Ureters	150.00
Bladder	150.00
Testical and Regional Nodes	200.00
CARCINOMA OF BREAST	
Unilateral	150.00
Bilateral	200.00
DISEASE OF HEMIC AND LYMPHATIC SYSTEMS	
Lymphomas (Malignant or benign)	150.00
Leukemia	150.00

Condition	Maximum Payment
DISEASE OF SKELETAL SYSTEM	
Primary bone tumors	150.00
Bursitis	75.00
LESIONS OF THE SKIN AND LIPS	
Malignant lesions	60.00
Hemangioma and vascular nevi	50.00
MALIGNANCIES OF THE O. I. TRACT	
Carcinoma of the Esophagus	150.00
MALIGNANCIES OF HEAD AND NECK	
Oral and Nasal Cavity	150.00
Larynx	150.00
Pharynx	150.00
Thyroid	150.00
Primary Broncho Pulmonary Malignancy....	150.00
Metastatic or Recurrent Malignant Disease ..	150.00
NERVOUS SYSTEM	
Tumors of the Brain	150.00
Tumors of the Spinal Cord	150.00
Implantation of radium or radon seeds, inter- stitially (operative procedure), exclusive of cost of radium or radon seeds	75.00

EXHIBIT D

Maximum Payments for Diagnostic X-Ray Examinations	
Nature of Examination	Maximum Payment
Abdomen, survey (scout film examination)	\$10.00
Abdomen, examination for ruptured viscous in- testinal obstruction, hernia, etc.; film and/or fluorography	15.00
Follow-ups, as required, same admission	5.00
Abdomen, special studies as required in connec- tion with passage of Miller-Abbott tube	15.00
Follow-ups, as required, same admission	5.00
Ankle	10.00
Biliary tract, gall bladder with oral dye (chole- cystogram)	25.00
Biliary tract, cholangiography	25.00

Nature of Examination	Maximum Payament
Chest (heart and/or lungs) complete, exclusive of survey or special examination	20.00
Cervix	10.00
Chest (see G. I. Tract)	
Cystogram (see Urinary Tract)	10.00
Elbow	10.00
Esophagus and/or swallowing function	20.00
Eye (foreign body localization)	25.00
Facial bones	20.00
Femur (see Thigh)	
Finger	7.50
Foot	10.00
Fluoroscopy, in connection with fracture and/or dislocation, or localization of foreign body..	10.00
Fluoroscopy, biplane (special equipment) used in connection with endoscopic extraction of foreign body, aspiration biopsy, cavity examina- tion, etc.	25.00
Forearm	10.00
G. I. Tract - survey for stomach and duodenum and gastric emptying	25.00
Gall bladder (see Biliary Tract)	
Small bowel series (pyloric canal - without stomach and duodenum)	20.00
G. I. Tract - Barium esophagus - single contrast ...	20.00
G. I. Tract - Barium esophagus - double contrast ...	25.00
Hand	10.00
Hand and wrist	10.00
Heel (see Calcis)	
Hip	15.00
Hip (portable in operating room during interval suction)	25.00
Humerus	10.00
Jaw (mandible)	15.00
Knee	15.00
Leg	15.00
Mastoids (comprehensive)	25.00
Nasal bones	10.00
Neph (soft tissues) without fluoroscopy	10.00
Neck, chest and swallowing function	25.00
Optic foramina and/or orbit	20.00
Pelvis	15.00
Pyelogram (see Urinary Tract)	
Ribs	15.00

EXHIBIT E

Schedule of Surgical Benefits for Retired Employees Operations, Anesthesia, and Radiation Therapy

The amount of payment for any surgical operation shall not exceed the amount specified in this Schedule for such surgical operation.

The amounts specified in this Schedule are not intended to represent what the physician's or surgeon's charge will or should be, but merely state the maximum amount payable to the Employee in cash under the terms of this Agreement.

If more than one operation is performed through the same abdominal incision, the total payment for all such operations shall not exceed the greater of \$140.00 or the maximum payment specified in the schedule for that one of such operations for which the largest amount is payable.

Surgical Operation	Maximum Payment
ABDOMEN	
Rewrapping of stomach or large intestine (including resect)	\$300.00
Cholecystectomy: plastic repair or reconstruction of bile ducts	200.00
Pancreas-tomy, total, partial or subtotal	300.00
Removal, or other operation on gall bladder or liver	160.00
Gastro-enterostomy, gastrostomy	160.00
Ileostomy, small, resection or gastrostomy	160.00
Pyloroplasty	160.00
Gastrojejunostomy or esophagojejunostomy	160.00
Peptic Ulcer, perforated, closure of	160.00
Exploratory Laparotomy	100.00
Appendectomy	100.00
Cutting into abdominal cavity for diagnosis or treatment of organ disease (unless otherwise specified in this schedule)	100.00

Surgical Operation	Maximum Payment
AMPUTATIONS	
Upper Extremity	
Interscapulo-thoracic	200.00
Disarticulation of shoulder	120.00
Arm through humerus	80.00
Forearm, through radius and ulna	80.00
Hand through metacarpal bones	40.00
Finger, one at any joint or phalanx	32.00
each additional finger	12.00
Lower Extremity	
Butt-quarter (Hemipelvectomy)	200.00
Disarticulation of hip	140.00
Thigh: through femur, supracondylar	100.00
through condyles of femur	140.00
Leg: through tibia and fibula	100.00
Foot, transmetatarsal	40.00
Toe, one at any joint or phalanx	32.00
each additional toe	12.00
ANESTHESIA	
\$10 where surgical reimbursement is not more than \$50, 20% of the surgical benefit payable if more than \$50	
Local anesthesia is not covered and a licensed doctor other than the operating surgeon must administer and charge for the anesthesia	
The maximum anesthesia benefit payable is..	40.00
BONES	
Osteoplasty (shortening or lengthening of bone)	100.00
Dissected bone, removal, (alveolar processes excepted):	
Metacarpal, Metatarsal, or Phalangea ...	60.00
All others	120.00
Drilling of cortex for osteomyelitis or bone sequestrum or incision of periosteum, (alveolar processes excepted)	40.00
Cutting operation for removal of material used for internal fixation	40.00
Osteotomy for correction of congenital or acquired deformities:	
Major long bones	60.00
Fingers or toes	40.00
Epiphyseal arrest by drilling, grafting or stapling	40.00
Fracture, one or more, removal of	60.00
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Surgical Operation	Maximum Payment
BREAST	
Abcesses	25.00
Benign tumors, or partial amputation	40.00
Mastectomy:	
Simple	30.00
Radical	200.00
CARDIOVASCULAR SYSTEM	
Heart and Pericardium:	
Cardiostomy, pericardiostomy or pericardiotomy	300.00
Arteries:	
Arteriostomy, with exploration or removal of embolus:	
intrathoracic	200.00
intraabdominal	140.00
neck or extremities	40.00
Excision of arterial or arteriovenous aneurysm	120.00
Angiography:	
catheterization of heart chambers	40.00
cerebral angiogram, with vessel exposure	34.00
Veins:	
Varicose veins:	
injection treatment, each treatment (not more than 5)	8.00
cutting operation	60.00
Phlebectomy, with exploration or removal of thrombus:	
intrathoracic	200.00
intraabdominal	140.00
neck or extremities	40.00
Transfusion of Blood:	
Recipient, each transfusion (not more than 8)	20.00
CHEST	
Cutting into thoracic cavity for diagnosis or treatment of organs therein (unless otherwise specified in this schedule).....	200.00
Lobectomy	200.00
Pneumolysis	120.00
Thoracotomy for drainage	60.00
Pneumothorax, artificial induction of	24.00
each refill	8.00
Thoracentesis: puncture of pleural cavity for aspiration	12.00

Surgical Operation	Maximum Payment
DISLOCATION, REDUCTION OF:	
Unless otherwise specified, the maximum payment shown is the payment for closed reduction or treatment.	
Maximum payment for open reduction or operation for treatment of compound dislocations is twice the amount shown for closed reduction unless otherwise specified in the schedule.	
Temporomandibular	12.00
Clavicle, sternoclavicular or acromioclavicular	48.00
Shoulder (humerus): closed reduction	32.00
open reduction	160.00
Elbow	40.00
Metacarpal or carpal	40.00
Finger	8.00
Thumb: closed	8.00
open	40.00
Hip (femur)	80.00
Knee (tibia)	60.00
Patella: closed reduction	32.00
open reduction	80.00
Semilunar cartilage (meniscus): closed	12.00
open	100.00
Ankle or Astragalo-tarsal	40.00
Other tarsal or Metatarsal	48.00
Toe	8.00
EAR, NOSE OR THROAT	
Labyrinthotomy	200.00
Labyrinthectomy	200.00
Fenestration of semicircular canals	200.00
Mastoidectomy	120.00
Myringotomy: tympanotomy: plasty	12.00
Tonsillectomy:	
Removal of tonsils or tonsils and adenoids	60.00
Nasal septum, mucous resection with or without rhinoplasty	60.00
Rhinoplasty with or without sebaceous resection	100.00
Including grafts	60.00
Without grafts	60.00
Maxillary sinusotomy, simple:	
antrum window operation:	60.00
unilateral	60.00

Surgical Operation	Maximum Payment
Maxillary sinusotomy, radical (Caldwell-Luc):	
unilateral	80.00
bilateral	120.00
Sphenoid or ethmoid sinusotomy	40.00
Frontal sinusotomy, external, radical	120.00
Combined external, frontal, ethmoid and sphenoid sinusotomy:	
unilateral	120.00
bilateral	160.00
Removal of nasal polyp or turbinate (one or more)	20.00
Tracheotomy	60.00
Laryngectomy	200.00
ENDOSCOPIC PROCEDURES	
Theracoscopy, Peritonoscopy, or Culos- copy:	
with surgical operation	120.00
Without surgical operation	40.00
Bronchoscopy, esophagoscopy, or gastroscopy:	
With surgical operation	60.00
Without surgical operation	40.00
Laryngoscopy, direct:	
With surgical operation	60.00
Without surgical operation	20.00
Cystoscopy:	
With surgical operation (not otherwise classified)	40.00
Without surgical operation	20.00
Proctoscopy—Sigmoidoscopy—See Rectum	
EYE	
Detached retina, repair of	100.00
Cataract, extract as	120.00
Cataract, wedging	80.00
Enucleation or evisceration	100.00
Enucleation or evisceration, with implanta- tion	120.00
Cutting operation on eye muscles, one or more muscles	100.00
Glascoma, operation for	100.00
Removal of intraocular foreign body	100.00
Iridectomy or Keratotomy	60.00
Plastic repair of eyelid	60.00
Pterygium	40.00
Operative removal of foreign body (not added to cornea or sclera)	12.00

Surgical Operation	Maximum Payment
FRACTURES, TREATMENT OF	
Unless otherwise specified the maximum payment is the payment for closed reduction or treatment.	
Maximum payment for open reduction or operation for treatment of compound fractures is twice the amount shown for closed reduction unless otherwise specified in the schedule but not exceeding \$200.	
Epiphyseal separations are considered fractures of the bone involved.	
Skull	
Depressed:	
Requiring dural repair	200.00
Not requiring dural repair	100.00
Non-operative treatment	40.00
Facial Bones	
Nose	20.00
Mandible, or maxilla	40.00
Mandible, or maxilla, open or closed reduction, with wiring of teeth or application of skeletal fixation	120.00
Facial bones (not otherwise classified)	20.00
Spine and Trunk	
Vertebra, body of:	
closed treatment (one or more)	80.00
laminectomy or spine fusion for	200.00
Vertebral process, one or more	20.00
Sacrum	40.00
Coccyx	20.00
Ribs: one	10.00
each additional rib	4.00
Sternum	20.00
Sternum, depressed, open reduction	80.00
Clavicle	20.00
Scapula	40.00
Pelvis:	
Closed, reduction	40.00
With fracture and protrusion of the acetabulum	100.00
Open operation including repair of pelvic contents	200.00
Upper Extremity	
Humerus	80.00
Elbow, fracture into	80.00
Radius and/or ulna	80.00

	Maximum Fees
Surgical Operation	
Wrist; Carpal Bones—one or more	60.00
Metacarpal—one or more	40.00
Finger or thumb; one	24.00
Lower Extremity each additional	8.00
Knee	140.00
Tibia and/or fibula	100.00
Ankle	52.00
Astragalus and/or Os Calcis	100.00
Other Tarsal and/or Metatarsal bones	40.00
Toes: one	24.00
each additional	8.00
GENITAL SYSTEM	
Female Radical Hysterectomy for malignant tumor	200.00
Hysterectomy, including total or subtotal en-	
doctrinomy, or polypneuroctomy (with or	
without dilatation and curettage; surgery	
on tube, ovaries, ligaments or pelvic floor	
(repeir)	140.00
Excision of thyroid tumor of uterus	100.00
Uterine suspension of cervix with or without pel-	120.00
With	40.00
Amputation and curettage (non-puerperal)	20.00
Local excision or cauterization of lesion of cervix,	28.00
ion thereof	40.00
Dilatation and curettage (non-puerperal)	20.00
with local	28.00
Criosteel or excision of lesion of cervix,	40.00
Pemphery, Perineoplasty, colpoplasty,	60.00
other gynecological plastic, or any combia-	50.00
Any operation on the ovaries and/or fallo-	50.00
Banham's	100.00
curettage	20.00
Excision and Skene's glands, or urethral	12.00
Male Incision	200.00
Frenate removal for malignant tumor	100.00
Prostate removal	47

Surgical Operation	Maximum Payment
Prostate, external drainage of abscess.....	60.00
Orchiectomy or epididymectomy	60.00
Excision of:	
Hydrocele	60.00
Varicocele:	
Unilateral	40.00
Bilateral	60.00
Vasectomy for disease	32.00
Incision into testis or epididymis.....	23.00
HERNIA	
Hernioplasty: herniorrhaphy: herniotomy:	
Single	80.00
Multiple	120.00
Hernia or diaphragmatic	200.00
Ventral, incisional	140.00
Ventral, incisional with fascial or artificial im-	
plant	140.00
JOINTS	
Arthroplasty	
Shoulder, elbow, hip, knee	200.00
Wrist or ankle	100.00
Any other joint	60.00
Arthrodesis: fusion or fixation	
Hip or shoulder	100.00
Knee or ankle	120.00
Elbow or wrist	100.00
Spine fusion—see Spine	
Intervertebral disc—see Spine	
Arthrotomy	
Shoulder, elbow, hip or knee	120.00
Wrist or ankle	100.00
Any other joint	60.00
Capsulotomy: and/or capsuloplasty	
Shoulder, elbow, hip and knee	80.00
Any other joint	40.00
Capsulorrhaphy: suture or repair of joint cap-	
sule	60.00
Bursa—Excision of or incision into.....	60.00
Needling of	16.00

Surgical Operation	Maximum Payment
MUSCLES—CUTTING, REPAIR, SUTURING AND TRANSPLANTATION	
Single	40.00
Each additional	20.00
Division of sclepus anticus	60.00
Division of sternocleidomastoid for torticollis	60.00
NERVES	
Gasserian ganglionectomy	200.00
Sympathectomy	100.00
Retrogasserian neurectomy: transection of sensory root of trigeminal nerve	100.00
Transection of vestibular branch of acoustic nerve	60.00
Peripheral nerve trunk surgery	60.00
Transection of phrenic nerve	60.00
Injection of alcohol	60.00
Diagnostic and therapeutic blocks:	
Sympathetic block (lumbar, dorsal, or cervical), initial	60.00
Perevertebral block, initial	60.00
ORAL PROCEDURES (when performed in a hospital)	
Surgical removal of impacted tooth	
Soft tissue impaction	7.00
Partially covered by bone	24.00
Completely covered by bone	50.00
Limit for one hospitalization not to exceed \$100.00.	
After removal of first impaction, the remaining impactions will be paid for at one-half rate.	
Dental root resection: apicectomy, one	24.00
Alveolectomy: area occupied by not less than six teeth	24.00
(Two or more partial areas of six teeth are classed as multiple operations at one and one-half times minimum fee)	
Alveolectomy: maxillary or mandibular	40.00
Excision of radicular or dentigerous cyst—extensive	100.00
PARACENTESIS	12.00

Surgical Operations **Maximum Payment**

RADIATION THERAPY

Payment for Radiation Therapy will be made at the Physician's charge up to \$5.00 per treatment for the particular conditions specified and up to maximum amounts set forth below:

Malignancy of the Genito-Urinary Tract	
Uterus and adnexa	100.00
Kidneys	100.00
Prostate	100.00
Bladder	100.00
Testicle and Regional Nodes	134.00
Carcinoma of Breast	
Unilateral	100.00
Bilateral	134.00
Malignancy of Hematopoietic System	
Lymphomas (Malignant or benign)	100.00
Myeloma	100.00
Leukemia	100.00
Disease of Skeletal System	
Primary bone tumors	100.00
Osteitis	50.00
Tumors of the Skin and Lips	
Malignant lesions	50.00
Hemangioma and vascular nevi	34.00
Malignancy of the C. I. Tract	
Carcinoma of the Esophagus	100.00
Malignancy of Head and Neck	
Oral and Nasal Cavity	100.00
Larynx	100.00
Pharynx	100.00
Thyroid	100.00
Primary Broncho-Pulmonary Malignancy	100.00
Metastatic or Recurrent Malignant (Nasopharynx)	100.00
Nervous System	
Tumors of the Brain	100.00
Tumors of the Spinal Cord	100.00
Irradiation of radium or radon seeds (operative procedure), exclusive of cost of radium or radon seeds	50.00
RECTUM AND ANUS	
Proctoplasty, perineal, for stricture or pro-lapse	50.00

Surgical Operation	Maximum Payment
Cutting operation or injection treatment for radical cure of hemorrhoids (complete pro- cedures):	
Other than external	60.00
External only	20.00
Cutting operation for fistula-in-ano	60.00
Proctorrhaphy for stenosis	60.00
Cutting operation for fissure	24.00
Cryptectomy, single or multiple	8.00
Excision of external thrombotic haemo- rroid	8.00
Biopsy, not otherwise classified	12.00
Other cutting operations	20.00
Proctoscopy	8.00
Proctoscopy, with removal of papillomas or polyps	20.00
Sigmoidoscopy	20.00
Sigmoidoscopy, with removal of papillomas or polyps	25.00
If more than one operation is performed at any one time on the rectum or anus, the maxi- mum payment shall not exceed \$100	
SKIN AND SUBCUTANEOUS AREOLAR TISSUE	
Excision of pilonidal cyst or sinus	80.00
Wide excision of lesion, with graft or plastic closure	80.00
Wide excision of lesion, without graft or plastic closure	40.00
Drainage of furuncle, small subcutaneous abscess or sebaceous cyst	8.00
Drainage of myxoma or paronychia, with or without complete or partial avulsion of nail Drainage of lymph node abscess or lympho- dermatitis	8.00
Incision and removal of foreign body	8.00
Biopsy of skin, subcutaneous tissue, or lymph node	8.00
Local excision of small benign neoplasm, cervical, inflammatory or congenital lesion Excision of nail, nail bed, or nail fold: partial complete	20.00
Excision of lymph node for diagnosis	20.00
Simple excision of lymph nodes for tuber- culosis	40.00
Excision of carbuncle	20.00

Surgical Operation	Maximum Payments
Drainage of carbuncle	12.00
Lacerations, surgical repair of:	
Single	12.00
Each additional	2.00
All types, maximum	60.00
Burns, surgical treatment of:	
Third degree	20.00
Second degree	16.00
SKULL	
Craniotomy, with plastic repair, bone graft, metal or plastic plate	200.00
Trephination (or burr holes) exploratory:	
Unilateral	40.00
Bilateral	60.00
Ventriculography	40.00
SPINE	
Intervertebral disc, operation for	200.00
Laminectomy	200.00
Spine fusion	200.00
Myelogram	20.00
Spinal puncture (lumbar puncture)	12.00
TENDONS	
Cutting, Repair, Suture, and Transplan-	
tion:	
Single	40.00
Each additional	20.00
Excision for Papayan's retractor	80.00
THYROIDECTOMY	100.00
TUMORS	
Removal of, by cutting operation:	
Malignant tumors (except those of face, lip, or skin)	200.00
Malignant tumors of face, lip or skin ..	20.00
URINARY SYSTEM	
Removal of kidney	100.00
Cutting operation into kidney, ureter, or bladder	100.00
Cystostomy, (for drainage)	80.00
Cutting into urethra	80.00
Lithotomy or crushing of stone	80.00

The maximum payment for any surgical operation not specified in the foregoing schedule, except Oral Procedures and Radiation Therapy, shall be determined by the Insurance Company on the basis of the severity of the type of operation, in an amount consistent with the maximum payments for operations listed in this Schedule.

For Oral Surgery and Radiation Therapy, benefits are payable only for the procedures listed in the foregoing schedule.

SECTION I DEFINITIONS

1. Wherever used herein (a) The term "Employee" shall mean the employees of the Company for each time during the term of this Agreement as they shall be in the foregoing unit as defined in the Master Agreement. (b) The term "Present Employee" shall include any Employee whose continuous service record shall not have been broken under paragraph 13 of Section II of this Agreement. (c) The term "Terminated" means any Employee who shall have become entitled to receive a pension payment to the terms of this Agreement. (d) The term "continuous service" means the period of service in the employ of the Company determined as provided in paragraph 13 of Section II of this Agreement.

SECTION II PENSION PLAN

1. The Company agrees to provide, as of the effective date of this Agreement, a Pension Plan

<i>Surgical Operation</i>	<i>Maximum Payment</i>
Cutting operation or injection treatment for radical cure of hemorrhoids (complete pro- cedure):	
Other than external	60.00
External only	20.00
Cutting operation for fistula-in-ano.....	60.00
Proctorrhaphy for stenosis	60.00
Cutting operation for fissure	20.00
Cryptectomy, single or multiple	8.00
Excision of external thrombotic hemor- rhoid	8.00
Biopsy, not otherwise classified	12.00
Other cutting operations	20.00
Proctoscopy	8.00
Proctoscopy, with removal of papillomas or polyps	20.00
Sigmoidoscopy	20.00
Sigmoidoscopy, with removal of papillomas or polyps	25.00
If more than one operation is performed at any one time on the rectum or anus, the usual maximum payment shall not exceed \$100	
SKIN AND SUBCUTANEOUS ABSORAL TISSUE	
Excision of pilonidal cyst or sinus.....	60.00
Wide excision of lesion, with graft or plastic closure	80.00
Wide excision of lesion, without graft or plastic closure	40.00
Drainage of furuncle, small subcutaneous abscess or sebaceous cyst	8.00
Drainage of abscess or paronychia, with or without complete or partial excision of nail Drainage of lymph node abscess or lympho- dermatitis	8.00
Incision and removal of foreign body.....	8.00
Biopsy of skin, subcutaneous tissue, or lymph node	8.00
Local excision of small benign neoplasm, circumscribed, inflammatory or congenital lesion	12.00
Excision of nail, nail bed, or nail fold: partial complete	8.00
Excision of lymph node for diagnosis	20.00
Excision of lymph node for tuberculosis	40.00
Excision of carbuncle	20.00

which will include all Employees in the bargaining unit specified in the Master Agreement, and to grant the pensions hereinafter provided in this Section II to eligible present Employees in the bargaining unit who retire during the term of this Agreement.

After the effective date of this Agreement, no Employee covered by this Agreement shall be a member of any other pension or retirement plan of the Company.

2. Any present Employee who shall have had at least 15 years of continuous service and who shall have attained the age of 65 years may retire at any time thereafter while in the bargaining unit specified in the Master Agreement and shall be entitled to retire with a lump sum retirement allowance and, after 3 months, a normal pension granted by the Company.

The Company shall be entitled to have a physician designated by the Company medically examine any Employee who is eligible to retire on a normal pension, and if on the basis of such examination the Company finds that the Employee due to some non-temporary or chronic physical condition is unable to:

(a) satisfactorily perform his present job or any other job to which he may be entitled under the seniority provisions affecting him, or

(b) continue such job without jeopardizing his own health or safety or the safety of his fellow workers; or if such Employee refuses to submit to such medical examination, he shall be retired with a lump sum retirement allowance and, after 3 months, a normal pension and his employment with the Company terminated; provided, however, that if he shall be so retired as a result of such medical examination

tion, and not because of refusal to be examined, he may file within 60 days after retirement an application for a review of the findings as provided in paragraph 6 of this Section II, and if the decision from such review is that he should not have been retired, he shall be reinstated and shall be entitled to back pay for the time on pension equal to the compensation he would have received had he not been retired, reduced by any pension, retirement allowance or other payments he shall have received under this Agreement or under any other plan of the Company to the extent provided in paragraphs 11 and 12 of this Section II, and reduced by any payments he shall have received under Title II of the Social Security Act prior to the attainment of the age of 72 years.

3. Any present Employee who shall have had at least 15 years of continuous service and shall have become through some unavoidable cause totally and permanently incapacitated, and who at such time shall be in the bargaining unit specified in the Master Agreement, shall be entitled up to the attainment of the age of 65 years to retire with a disability pension granted by the Company. An Employee shall be deemed to be totally and permanently incapacitated (as the term is used in this Agreement) only:

(a) if he has been totally disabled by bodily injury or disease so as to be prevented thereby from engaging in any occupation or employment for remuneration or profit; and

(b) if such total disability shall have continued for a period of 6 consecutive months and, in the opinion of the qualified physician, it will be permanent and continuous during the remainder of his life.

An incapacity shall be deemed to have resulted from an "unavoidable" cause unless it:

(a) was contracted, suffered or incurred while the Employee was engaged in or resulted from his having engaged in a criminal enterprise; or

(b) resulted from his habitual drunkenness or addiction to narcotics; or

(c) resulted from an intentionally self-inflicted injury.

"Totally and permanently incapacitated", as used in this paragraph, shall not include total and permanent incapacity directly incurred and due solely to the military service of any Employee after June 1, 1950 which prevents him from returning to employment with the Company and for which he receives a pension from the United States.

It is understood that a pension shall not be granted pursuant to the provisions of this paragraph for the purpose of providing an Employee relief from unemployment or any condition other than total and permanent incapacity for medical reasons. Any pension for total and permanent incapacity shall continue only so long as the Pensioner shall be totally and permanently incapacitated. Such incapacity may be verified by the Company through medical examination prior to attainment of the age of 65 years at any reasonable time.

4. Any present Employee who shall have had at least 15 years of continuous service and who shall have attained the age of 60 years may apply for early retirement at any time thereafter up to the attainment of the age of 65 years while he is in the bargaining unit specified in the Master Agreement, and if the Company agrees to such retirement, he shall be entitled to

retire with a lump sum retirement allowance and, after 3 months, an early pension granted by the Company.

Any present Employee who upon permanent shutdown of his plant shall have had at least 15 years of continuous service and shall have attained the age of 60 years, and who at such time shall be in the bargaining unit specified in the Master Agreement, will be retired with a lump sum retirement allowance and, after 3 months, a normal pension, or an early pension without reduction if he shall not have attained the age of 65 years, granted by the Company.

5. Any present Employee who at the time when laid off or upon permanent shutdown of his plant shall have had at least 15 years of continuous service and shall have attained the age of 40 years, and who, in the case of layoff, shall have been on layoff continuously for 2 years and not recalled while in the bargaining unit specified in the Master Agreement, shall, though not entitled to retire under this Pension Plan and notwithstanding loss of continuous service, be entitled upon application to the Company to a deferred benefit granted by the Company which shall commence during the month next following the month in which he shall attain the age of 65 years, or during the month next following the month in which he shall file his application with the Company, whichever shall be later; provided that the application for such deferred benefit is filed not earlier than 90 days before attainment of the age of 65 years and not later than attainment of the age of 70 years.

16. prior to making application for a deferred benefit, a person who would be eligible for a deferred benefit after the attainment of the age of 65 years shall be reemployed by the Com-

pany, his continuous service to the date previously broken shall be restored and increased thereafter from the date of reemployment, and he shall no longer be entitled to a deferred benefit because of the prior layoff or plant shut-down, anything in this Agreement to the contrary notwithstanding.

6. If, during the term of this Agreement, any difference shall arise between the Company and a Pensioner retired by the Company on a normal pension as provided in paragraph 2 of this Section II as a result of a medical examination, and not because of his refusal to be examined, as to the conditions in said paragraph 2, or between the Company and any applicant for a disability pension as to whether he shall have become totally and permanently incapacitated, such difference shall be resolved as follows:

(a) He shall be examined by a physician who shall have been appointed for the purpose by the Company and by a physician who shall have been appointed for the purpose by the International President of the Union or his designee.

(b) If they shall disagree, the question shall be submitted to a third physician certified by the American Board of Specialists, who shall be selected by each two physicians and who is mutually agreeable to the Company and the Union.

(c) The medical opinion of such third physician, after examination of the Employee and consultation with each two other physicians, shall decide such question conclusively.

The fees and expenses of such third physician shall be shared equally by the Company and the Union.

7. The amount of any lump sum retirement allowance becoming payable to an Employee during the term of this Agreement shall equal 3 months' full pay minus the last annual vacation pay (based on not more than 40 hours pay per week of vacation pay) he shall have received or is eligible to receive. Such 3 months' full pay shall be computed by multiplying the Employee's average straight time hourly rate during the first 4 of the last 5 weeks in which he worked by 520 hours, but not by more, in the case of a regular part time Employee (meaning an Employee assigned to jobs which are customarily scheduled for less than full time), than 13 times in the average number of hours worked per week during the first 4 of the last 5 weeks in which he worked. In no event, anything in this Agreement to the contrary notwithstanding, shall any Employee, as a result of reemployment or otherwise, be entitled to more than one lump sum retirement allowance or similar payment.

The monthly amount of any normal pension commencing during the term of this Agreement shall equal \$2.75 multiplied by the number of years of the Employee's continuous service exclusive of any continuous service accumulated after the time he shall have completed 15 years of continuous service and attained the age of 72 years.

8. The monthly amount of any disability pension commencing during the term of this Agreement shall equal \$3.00 multiplied by the number of years of the Employee's continuous service, or \$100.00, whichever shall be the larger, until and including the month in which he shall attain the age of 65 years; provided that for any month for which he receives or would receive upon application, a disability insurance

benefit under the Social Security Act the monthly amount of disability pension hereunder shall equal \$2.75 multiplied by the number of years of his continuous service but which amount together with such disability insurance benefit shall not be less than \$3.00 multiplied by the number of years of the Employee's continuous service, or \$100.00, whichever shall be the larger. Each Employee applying for a disability pension shall also apply for a disability insurance benefit under the Social Security Act at the same time or as soon thereafter as he reaches the age for eligibility. The monthly amount of any such disability pension shall, commencing with the month next following the Employee's attainment of the age of 65 years, equal \$2.75 multiplied by the number of years of his continuous service.

9. The monthly amount of any early pension commencing during the term of this Agreement shall equal \$2.75 multiplied by the number of years of the Employee's continuous service, and then reduced to its equivalent actuarial value, determined as a reduction of $\frac{1}{4}$ to 1% per each month in the period from the time of early retirement to the attainment of the age of 65 years, because of his commencing to receive payments prior to age 65; provided, however, that the early pension shall not be so reduced if the early pension is payable because of permanent plant shutdown.

If a Pensioner retired on a reduced early pension shall have been reemployed by the Company, the monthly amount of any pension payable to him upon subsequently becoming entitled to a normal or early pension, or of any deferred benefit, under the Pension Plan shall equal the amount of the early pension previously payable to him plus an additional

amount of pension or deferred benefit based on his continuous service accumulated after re-employment but not after the attainment of the age of 72 years, anything in this Agreement to the contrary notwithstanding.

10. The monthly amount of any deferred benefit commencing during the term of this Agreement or thereafter shall equal \$2.75 multiplied by the number of years of the Employee's continuous service.

11. If any Pensioner or person entitled to a deferred benefit is or shall become, or upon application would become, entitled to any other pension or payment in the nature of a pension from any source or fund (other than a pension trust established in accordance with paragraph 16 of this Section II) to which source or fund the Company or a predecessor or subsidiary company shall have directly or indirectly contributed, then the amount of any benefit payable, as may otherwise be provided in this Agreement, for any period shall be reduced by the amount of any such other pension paid or payable to him or that would upon application become payable to him for the corresponding period; provided, however, that if he shall have contributed to the source or fund out of which such other pension shall be paid or become payable or would become payable upon application, then the amount by which the benefit otherwise payable as provided in this Agreement for any period would have been reduced shall be decreased by the amount of that part of such other pension for the corresponding period which shall be attributable to the contributions which he shall have made to such source or fund.

Any such other pension shall not include payments under the Social Security Act and shall not include Workmen's Compensation or

a pension granted for or on account of military or other governmental service.

12. If any Pensioner or person entitled to deferred benefits shall become entitled to or shall be paid any discharge, severance or dismissal allowance or payment of similar kind (other than a payment from a pension trust established in accordance with paragraph 16 of this Section 11) by reason of any plan of the Company since his continuous service last commenced or by reason of any present or future law, as the same may be amended from time to time, of the United States of America or any foreign country, or of any state, district, territory, or subdivision of, or subject to the jurisdiction of either thereof, then the total amount paid or payable to him in respect of any such allowance or payment shall be deducted, on an equitable basis actuarially computed by the Company, from the amount of any benefit to which he would otherwise be entitled pursuant to this Agreement; provided, however, that if he shall have contributed to the source or fund out of which such allowance or payment shall be paid or become payable, then the amount which may be deducted from the amount of any such benefit in accordance with the foregoing provisions of this paragraph shall be decreased by the amount of that part of such allowance or payment which shall be attributable to the contributions which he shall have made to such source or fund.

13. In case of retirement during the term of this Agreement with a lump sum retirement allowance and a normal or early pension, the lump sum retirement allowance shall be payable during the month next following the month in which the Pensioner shall have retired and filed his application for benefits. The first pay

ment of his pension shall be payable during the third month next following the month in which the lump sum retirement allowance is payable provided he is living on the first day of such third month.

The first monthly payment of any disability pension due a Pensioner shall be payable for the month in which disability is deemed to be total and permanent as defined in paragraph 3 of this Section II but not before the month following the month in which application for the pension shall be filed.

The last monthly payment of a pension (or a deferred benefit) shall be payable for the month in which death shall occur.

The General Pension Board of the Company may adopt such procedures as it shall find reasonable with respect to the payment of pensions or deferred benefits as follows:

(a) If the amount payable, after any deductions, is less than \$5.00 per month, the General Pension Board may direct payment quarterly, semi-annually or annually in advance, or by a lump sum payment of equivalent actuarial value based on such tables and interest rate as may be adopted by the General Pension Board from time to time.

(b) If any payment remains unpaid at the death of a Pensioner or other payee, or if the Pensioner or other payee is unable to take care of his affairs because of illness or accident, the General Pension Board may in its discretion make payment in full satisfaction to any of the following: his spouse, a child, a parent or other blood relative, or to a person with whom he shall have resided, or any of them in shares, unless claim shall have been made therefor by a duly appointed legal representative.

If an optional form of normal pension shall have been elected as provided in paragraph 14 of this Section II, the provisions thereof shall apply.

All payments of any pension (or deferred benefit) shall cease in the event of reemployment by the Company, commencing with the payment otherwise due for the month following such reemployment, and any election of an optional form of pension as provided in paragraph 14 of this Section II shall be of no further effect except that it shall stand as an election on file upon subsequent retirement under the Pension Plan.

14. Subject to the provisions of this paragraph 14, any Employee entitled to a normal pension under this Agreement may, by written notice received by the Company prior to his retirement but subject to evidence of his good health satisfactory to the Company unless he shall have filed such written notice prior to attainment of the age of 64 years, elect to convert his normal pension into an optional form of pension of equivalent actuarial value determined on the basis of ages nearest birthday in accordance with Schedule "A" attached to this Agreement using one of the following options:

Option 1

A reduced normal pension payable during the Pensioner's life, with the provisions that after his death it shall be paid during the life of and to the dependent pensioner nominated by him in writing when he elected the option if such dependent pensioner survives him; or

Option 2

A reduced normal pension payable during the Pensioner's life, with the provision that

after his death a pension at $\frac{1}{2}$ the rate of his reduced normal pension shall be paid during the life of and to the dependent pensioner nominated by him in writing when he elected the option if such dependent pensioner survives him.

If the Employee or the dependent pensioner should die prior to the Employee's retirement, any election of an optional form of pension shall thereby be revoked.

An election may be revoked or changed by the Employee only by written notice received by the Company prior to his retirement together with evidence satisfactory to the Company of the good health of the dependent pensioner previously nominated.

If a Pensioner shall have elected an optional form of normal pension and the dependent pensioner nominated under the option shall die after the Pensioner's retirement but prior to the death of the Pensioner, the Pensioner shall continue to receive payments in the reduced amount in accordance with the option. The first monthly payment of any pension due a dependent pensioner shall be payable during the month next following the month in which the Pensioner shall have died provided the dependent pensioner shall be living in such next following month; however, no payment shall be due the dependent pensioner earlier than the month in which the Pensioner would have received his first monthly pension payment had he survived. The last monthly payment shall be payable for the month in which the death of the dependent pensioner shall occur.

15. The term "continuous service" as used in this Agreement means continuous service as defined in Article X of the Master Agreement.

16. As or before Employees retire during the term of this Agreement, the Company will or shall have paid into a trust or trusts at least an amount of monies which in the aggregate and on a sound actuarial basis shall be estimated to be sufficient to pay the pensions or deferred benefits which shall have commenced as provided in this Agreement.

17. If, during the term of this Agreement, any differences shall arise between the Company and any Employee who shall be an applicant for a lump sum retirement allowance, pension or deferred benefit as provided in this Agreement, as to:

(a) the number of years of continuous service of such applicant in the employ of the Company; or

(b) the age of such applicant; or

(c) whether an applicant, who shall have been determined to be totally and permanently incapacitated and who shall have had at least 15 years of such continuous service, but shall not have attained the age of 65 years, shall have become so totally and permanently incapacitated through some unavoidable cause; or

(d) the propriety or correctness of the calculation of any deductions from pensions under the provisions of this Agreement;

such differences and only these differences may be taken up as a grievance in accordance with the applicable provisions of the Master Agreement beginning at Step 3 of the Grievance Procedure.

If any such grievance shall be appealed to arbitration in accordance with such provisions, then the arbitrator, insofar as shall be necessary to the determination of such grievance, shall

have the authority only to interpret and apply the provisions of this Agreement, but he shall not have authority in any way to alter, add to or subtract from any of such provisions; and his decision on any such grievance which shall properly have been referred to him shall be binding on the Company, the Union, and the Employee concerned therein.

The Company and the Union shall share equally the costs of the arbitrator's charges and fees along with any other expenses which it may be mutually agreed to incur.

18. Each application for a lump sum retirement allowance, pension or deferred benefit shall be in writing on a form provided by the Company. The Company may require any applicant to furnish to it such reasonable, necessary information as the Company may require.

19. Assignment, pledge, or encumbrance of any kind, of lump sum retirement allowances, pensions or deferred benefits will not be permitted or recognised under any circumstances, nor shall they be subject to attachment or other legal process for the debts of Pensioners.

20. No pension or deferred benefit becoming payable by the Company during the term of this Agreement shall be discontinued or reduced except as provided in this Agreement, notwithstanding expiration or termination of this Agreement.

Any pension or deferred benefit which shall have commenced before the Effective Date pursuant to a prior Pension Agreement between the Company and the Union or one of its local unions shall continue to be payable at the rate or rates specified in such prior Agreement except that it shall be increased \$5.00 per month commencing with the Effective Date; provided that in case of an optional form of pension the

amount of normal pension which determined the amount of optional form of pension shall be increased \$5.00 per month and the optional form of pension based thereon shall be increased in proportion to the increase in normal pension.

SECTION III RIGHTS AND OBLIGATIONS AS TO BARGAINING

During the term of this Agreement, neither the Union nor any of the Employees shall:

(a) make any request that this Agreement be changed in any respect or terminated, or that the amount which the Company is required by the provisions of the Pension Plan and of Section II of this Agreement to pay or provide for lump sum retirement allowances, pensions or deferred benefits for the Employees, be increased; or

(b) engage or continue to engage in or in any manner encourage or sanction any strike or other action which shall interfere with work or production at any of the plants of the Company specified in the Master Agreement for the purpose of securing any such increase or any such change or any other action with respect to lump sum retirement allowances, pensions or deferred benefits.

During the term of this Agreement, the Company shall not have any obligation to negotiate or bargain with the Union with respect to any of the matters covered by clauses (a) and (b) of this Section III.

During the term of this Agreement, the Company shall not change or request any change in this Agreement or engage in or sanction any lockout for the purpose of securing such change.

SECTION IV TERM OF THIS AGREEMENT

1. This Agreement is subject to approval of the U. S. Treasury Department of the trust or trusts established pursuant to paragraph 16 of Section II as a tax exempt pension trust or trusts under the Internal Revenue Code, and in the event the U. S. Treasury Department will not give or continue such approval, then upon failure of the Company and the Union to reach mutually satisfactory alternate arrangements within 30 days thereafter which will qualify the trust or trusts for approval by the U. S. Treasury Department, this Agreement shall terminate, and the Union may strike or the Company may lockout, notwithstanding paragraph 2 of this Section IV.

2. This Agreement is made with the understanding that it will become effective on its Effective Date except as may be specifically otherwise provided herein, and will remain in effect until November 30, 1962, and will be automatically renewed for successive periods of 12 months unless either party requests a change in this Agreement or the negotiation of a new Agreement by giving written notice to the other party not less than 60 calendar days before November 30, 1962 or the November 30th of any year thereafter provided that in any event this Agreement shall remain in effect only as long as a Master Agreement continues to exist between the parties.

CONTINENTAL CAN COMPANY, INC.

By W. A. LACKE

By WALTER F. KIENT

INTERNATIONAL ASSOCIATION OF MACHINISTS

By E. R. WHITE

100% Dependent Pensioner Option Factors

100% Dependent Pensioner Option Factors

Factors for ages not shown and for female pensioners will be computed on the same actuarial basis.

50% Dependent Pensioner Option Factors

50% Dependent Pensioner Option Factors

Factors for ages not shown and for female pensioners will be computed on the same actuarial basis.

SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN AGREEMENT

Supplemental Unemployment Benefits Plan Agreement entered into this 24th day of February, 1960, between Continental Can Company, Inc. (hereinafter referred to as the "Company") and the International Association of Machinists (hereinafter referred to as the "Union") to become effective as of April 1, 1960.

I PURPOSE OF PLAN

The purpose of this Supplemental Unemployment Benefits Plan is to supplement State System Unemployment Benefits to the levels herein provided without removing an Employee's incentive to seek work. The payment of Supplemental Benefits is intended to augment State Unemployment Compensation Benefits and not to replace or duplicate them.

II MUTUAL OBJECTIVES

This Plan was negotiated by the Company and the Union on the basis of recognition of the following objectives:

1. Employees have a moral and economic need for protection against the hazards of unemployment which occurs through no fault of their own.
2. The Company should not be committed to any large unpredictable costs or liabilities.
3. The levels of Benefits should preserve necessary differentials between net amounts received by those working and those not working, so as to not impair the incentive for

laid-off Employees to seek reemployment or work elsewhere.

4. Benefits should be paid only to those eligible Employees who are laid-off by the Company through no fault of their own and who actively and continuously, as the circumstances may reasonably require, seek other employment during their periods of lay-off from the Company.

5. It is not intended to attempt to pay Supplemental Unemployment Benefits to laid-off Employees who are employed on a strictly "seasonal basis."

6. The Plan should be readily and economically administered and easily understood by Employees.

7. The specific provisions of the Plan as set forth will govern all questions of interpretation, and administration of the Plan.

III DEFINITIONS

As used herein:

1. "Company" means Continental Can Company, Inc.

2. "Union" means International Association of Machinists.

3. "Plan" means this Supplemental Unemployment Benefits Plan established by this Agreement between the Company and the Union.

4. "Trustee" means the Trustee or Trustees of the General Fund established under the Plan.

5. "Master Agreement" means the Master Collective Bargaining Agreement between the Company and the Union which is in effect at the particular time.

6. "Group of Employees" means each bargaining unit included in the Master Agreement between the Company and the Union with the exception of the Plant #14 Clearing Defense bargaining unit.

7. "Employee" means an Employee in a Group of Employees included in the Plan.

8. "Effective Date of Coverage" of an Employee means the effective date of this Agreement, or such later date on which his Group of Employees commenced to participate in the Plan pursuant to agreement between the Company and the Union.

9. "Weekly Supplemental Benefit" or "Benefit" means a weekly or periodic Benefit payable under the Plan and in accordance with the terms of the Plan.

10. "Continuous Service" means the continuous service, and continuous service status of an Employee as determined for pension purposes in accordance with the Pension Agreement between the parties.

11. "Plant" means a Company location in which an Employee works.

12. "State System" means any system or program established pursuant to any Municipal, County, State or Federal law for paying benefits to persons (including returned Veterans) on account of their unemployment, under which individual eligibility for benefit payments is not determined by the application of a "means" or "disability" test.

13. "State System Unemployment Benefit" means a benefit payable under a State System.

14. "Weeks of Eligibility" means the number of weeks an Employee is eligible to receive Weekly Supplemental Benefits.

15. "Benefit Week" means a period of 168 consecutive hours beginning on Monday at the regular starting time of the shift to which the Employee is assigned or was last assigned prior to being laid off.

16. "Benefit Year" means the period beginning on the Monday following the first Sunday in May of a year and ending with the first Sunday in May of the following year.

17. "Straight Time Hourly Rate" means the Employee's average Straight Time Hourly Rate during the first 4 of the last 5 weeks in which he worked preceding the week of lay-off. It does not include any premium pay (other than any shift premium and cost-of-living adjustment) that the Employee may have been receiving.

18. "Compensation" means any monies earned in self-employment or received or payable from an employer in recognition of services rendered or due to a person's status as an employee of any employer. This will also include such items as holiday pay, vacation pay, report-in and call-out pay, pay to salaried employees in lieu of notice upon lay-off, and any back pay paid as a result of an arbitrator's award.

19. "Contributory Hours" means all hours actually worked together with all hours for which the Company pays vacation pay, holiday pay, report-in or call-out pay, or back pay pursuant to an arbitrator's award or grievance settlement. Hours for which premiums are paid under the Master Agreement shall be counted only as straight time hours and all premiums paid shall be disregarded. Employees who work a short third shift of less than 8 hours and receive premium therefor shall

be deemed to have worked 8 hours on each such shift.

20. "Credited Hours" means Contributory Hours, as above defined, plus:

(a) All time lost (at the rate of 40 hours per week) because of established disability due to illness or injury, excluding pregnancy, but not in excess of 1,040 hours.

(b) Time required to be lost by local Union representatives and for which an authorized leave of absence is granted by the Company because of participation in negotiations with the Company or attendance at Union Conventions.

(c) Time lost on authorized leave of absence, not to exceed 2 weeks in any calendar year, for military reserve, national guard or similar periods of military duty.

IV GENERAL FUND

The General Fund shall consist of the Company's contribution liability under Article VI hereof together with the market value from time to time of any funds irrevocably transferred by the Company and held in trust by a bank or banks selected by the Company (which the trustee or trustees shall hold in cash or invest in short-term general obligations of the United States Government or other securities deemed appropriate by the trustee or trustees and approved by the Company).

Benefits shall be payable from the aforesaid trust funds, or, at the option of the Company, directly from its contribution liability.

V GENERAL FUND LEVELS

1. Maximum General Fund Level

(a) The maximum level of the General Fund for any calendar month shall be equal

to the number of Contributory Hours since the Effective Date of Coverage to the end of the second preceding month multiplied by 5¢ with respect to Groups of Employees covered under the Plan for less than 21 months at the end of such second preceding month, plus the number of Contributory Hours in the 12-month period ended on September 30th of the calendar year preceding the month to which such maximum level is to apply, multiplied by 9¢ with respect to Groups of Employees covered under the Plan for 21 or more months at the end of such second preceding month; except, however, that with respect to any Group of Employees previously covered under another Supplemental Unemployment Benefits Plan of the Company the computation shall be made on the basis of the Effective Date of Coverage under such other Plan.

(b) The maximum level of the General Fund for any calendar month, as determined in accordance with this Section, shall be adjusted on the basis of the amount of the average Weekly Supplemental Benefit (before the adjustment provided in Section 6 of Article IX) during the 12 months ending on the last day of the second preceding month, in accordance with the following table:

If the Average Weekly Supplemental Benefit was:	The adjusted maximum level of the General Fund for the month will be the following percentage of the maximum level for such month:
\$16.00 or more	100%
\$12.00 to \$16.00	80%
\$ 8.00 to \$12.00	60%
Less than \$ 8.00	40%

For the purpose of this Section 1 (b) only, in computing the average Weekly Supplemental

Benefit there shall be added to each Weekly Benefit paid during the maximum duration of State System Unemployment Benefits the amount, if any, by which such Weekly Benefit was reduced in accordance with the provisions of Section 4 of Article IX hereof, on account of the receipt of remuneration from any employer or from self-employment.

2. Monthly Determination of General Fund Level

There shall be established for each calendar month, for the purpose of determining the level of Weekly Supplemental Benefits, a monthly General Fund Level (stated as a percentage) equal to the amount of the General Fund at the end of the second preceding calendar month divided by the maximum level of the General Fund (as computed at the end of the second preceding calendar month as set forth in Section 1 of this Article). The General Fund Level shall be deemed to be 100% for each of the first two months of this Agreement.

The General Fund Level for any month shall govern the level of Weekly Supplemental Benefits paid under the Plan during each Benefit Week which commences during such month.

3. Finality of Determinations

No adjustment in the maximum level or in the General Fund Level shall be made on account of any subsequently discovered error in the computations or the figures used in making the computations, except:

- (a) In the case of an error in bad faith; or
- (b) In the case where, after discovery of an error, adjustment is practicable and then the adjustment shall only be prospective in effect, unless such adjustment would be substantial in the opinion of the Company; and

(c) Nothing in this paragraph shall be construed to excuse the Company from making up any shortage in its contributions to the Fund.

VI THE COMPANY'S MAXIMUM CONTRIBUTION LIABILITY

1. The Company's contribution liability shall be equal initially to 9¢ multiplied by the number of Contributory Hours in the 12-month period ended on the last September 30th preceding the effective date of this Agreement of any Groups of Employees covered hereunder commencing with said effective date who were previously covered under another Supplemental Unemployment Benefits Plan of the Company.

2. As of the close of each calendar month during the term of this Agreement, the Company's contribution liability shall be increased by 5¢ for all of the Contributory Hours in such month, but not in excess of the amount required to increase the General Fund Level for the second following month to more than 100%.

3. The Company's contribution liability shall be reduced by all Benefits paid directly by the Company and by all amounts transferred to the Trustee in accordance with Article IV hereof.

4. The Company's contribution liability at the close of any month shall be reduced by any amount by which the General Fund at that time shall exceed the maximum level of the General Fund for the second following month.

5. Any balance of the Company's contribution liability at the expiration of this Agreement shall be cancelled; provided that the amount of such balance shall be determined only after all Benefits due with respect to periods of lay-off prior to the expiration of this Agreement.

exclusive of any part of the lay-off thereafter, shall have been paid.

VII ELIGIBILITY FOR BENEFITS

1. Application For Benefits

No person shall be eligible for a Weekly Supplemental Benefit unless and until he shall have made due application therefor, in accordance with the procedure established by the Company, and shall have met the eligibility requirements as specified in this Article.

Weekly Supplemental Benefits will not be paid for any Benefit Week prior to the Benefit Week during which such application is made.

2. Eligibility

An employee shall be eligible for a Benefit only if he is on lay-off from the Company with respect to the Benefit Week for which application is made, he is able to and available for work, the first day of such Benefit Week is on or after his Effective Date of Coverage (unless in a Group of Employees previously covered under another Supplemental Unemployment Benefits Plan of the Company), and if

(a) Such lay-off:

1. Commenced on or after the applicant's Effective Date of Coverage (unless in a Group of Employees previously covered under another Supplemental Unemployment Benefits Plan of the Company);

2. Began after the applicant had completed at least 2 years of Continuous Service (but not less than 3,000 Credited Hours) and has at least 2,000 Credited Hours during the 24-month period preceding the lay-off;

3. Occurred in a reduction in force or temporary lay-off;

4. Was not for disciplinary reasons under the Master Agreement;

5. Was not due to any strike, slow down, work stoppage, picketing (whether or not by employees of the Company) or concerted action at a Company Plant or Plants; or was not due to any labor dispute of any kind (excluding lockouts) involving any employees of the Company (regardless of whether or not they are in the Bargaining Unit represented by the Union) at a Company Plant; or a consequence of

(i) Any war or hostile act of a foreign power; or

(ii) Sabotage or insurrection; or

(iii) Any act of God which directly affects the operations of the Company at the location where the Employee is working; or

(iv) Strike by persons employed by transportation or utility companies which directly interferes with the production, ingress or egress of materials or products at the location or Plant where the Employee is working; or

(v) Shortage of steel or steel products needed by the Company, due to any strike which prevents receipt of such materials by the Company; or

(vi) Any Government program operating to prevent the Company from acquiring or using materials essential to the Company's operations; and

6. Commenced when the Fund Level for the month was at least 5%; and

(b) With respect to each week of lay-off the applicant:

1. Has to his credit at least 1 full Week of Eligibility for Benefits;

2. Unless he is
employed

if an employment (such
as the applicable State System
is referred to as to accept
employment deemed suit-
able State System; or
such an active and contin-
uous for other employment
system may reasonably re-
ceive and continue in such
out if it is deemed suitable
State System, in addition to reg-
ulating to the Employer
intended by the State System.

reference for interviews for
not in the same labor market
have arranged by the Com-
and continue in such other
it is deemed suitable under
in; and
to receive a State System
which not currently under
impact or was ineligible to
from Unemployment Benefit.

A or period represents a
period of lay-off required
by State System, or
not have prior to his
end of work in employment
State System, or
State System, or
of time for which unemployment benefits

lay-off,

are payable is less than the period of time for which he is eligible for Benefits under this Plan; or

(iv) His Compensation during such week was in excess of the amounts permitted to be received under the State System without loss of eligibility for Benefits thereunder; or

(v) He was on lay-off on account of a mutually agreed upon shutdown of the Plant or department for vacation purposes and he was ineligible for vacation pay;

4. Has had at least one week of full or partial lay-off by the Company, commencing in or immediately preceding the same Benefit Year in which this period of lay-off commenced, and for which he received no Weekly Supplemental Benefit under this Plan although he was otherwise eligible for such Benefit;

5. Was not employed by the Company or otherwise for Compensation in an amount which, together with any State System Benefits, results in a complete offset of the Gross Weekly Benefit under Section 4 of Article IX;

6. Has not refused either at the time of lay-off or during lay-off to accept an assignment to any work which is suitable under the applicable State System at the same or any other operation of the Company; provided that work which the applicant would be required to accept under any applicable collective bargaining agreement shall be deemed to be suitable;

7. Has appeared personally and reported during each week at the Plant location designated by the Company for the purpose of applying for or receiving Weekly Supplemental Benefits;

8. Was neither eligible for nor claiming any Accident and Sickness or other disability benefit, whether publicly or privately financed, or a pension or retirement benefit financed in whole or in part by the Company;

9. Was not in military service;

10. Did not receive any unemployment benefit from or under any contract, plan or arrangement of any other employer, and was not eligible for such a benefit from or under any contract, plan or arrangement of any employer with whom he has greater service than with the Company;

11. Was not scheduled to be on vacation for which he has received or will receive vacation pay or has not in such week refused to take a vacation when his Plant or department is shut down for vacation purposes by mutual agreement with the Union and for which he has received or is eligible to receive vacation pay.

2. Protest at State System Unemployment Benefits

(a) Weekly Supplemental Benefits shall not be paid with respect to any Benefit Week for which an applicant for a Weekly Supplemental Benefit has applied for and has been denied a State System Unemployment Benefit, even though such denial is being protested by the applicant through the procedure provided therefor under the State System, nor with respect to any week for which the applicant has received a State System Unemployment Benefit, payment of which is being protested by the Company through the procedure provided therefor under the State System.

In such cases, if the applicant would otherwise be eligible to receive a Weekly Supplemental

mental Benefit under the Plan except for such denial or protest, the Company will determine the amount of Weekly Benefits which would have otherwise been paid him and this amount will be reserved for the applicant and paid to him if the dispute is determined in his favor.

(b) During the period that payments of Weekly Supplemental Benefits for any weeks are suspended pursuant to subsection (a) of this Section 3, the number of Weeks of Eligibility for Benefits which would have been cancelled because of such payment shall be held in suspense pending the outcome of such dispute and will temporarily be considered as having been cancelled in determining his eligibility for any subsequent Weekly Supplemental Benefits. Upon determination of such dispute such Weeks of Eligibility will be conclusively cancelled if the dispute is determined in favor of the applicant. Otherwise such Weeks of Eligibility will be restored to the applicant, subject to any provisions of the Plan dealing with forfeiture of Weeks of Benefits.

VIII DURATION OF WEEKLY BENEFITS

1. "Weeks of Eligibility" for Benefits

(a) Eligibility for Weeks of Benefits shall determine the duration of payment of Benefits under the Plan, but will have no bearing on the amount of Weekly Benefits to be paid from time to time.

(b) No Weeks of Eligibility shall be recorded to the credit of any Employee earlier than his Effective Date of Coverage.

(c) No Employee shall ever have more than 52 Weeks of Eligibility at any one time.

(d) An Employee will be initially given credit for 1 Week of Eligibility for each full 90 Cal-

tributory Hours applicable to him since the date of commencement of his Continuous Service, 1 year prior to the effective date of this Agreement or 1 year prior to the date the Union was certified or recognized for his operating unit, whichever is latest.

However, any Employee in a Group of Employees previously covered under another Supplemental Unemployment Benefits Plan of the Company will be credited initially with any Weeks of Eligibility to his credit under such other Plan.

Further, if the Union is certified or recognized for any additional operating unit during the term of the Agreement, any Employee in such operating unit who was covered by any other Supplemental Unemployment Benefits Plan of the Company and who had been credited with Weeks of Eligibility under such other Plan will be credited initially with his Weeks of Eligibility under such other Plan as of the certification or recognition date.

After an Employee's initial credits are granted, additional credits will be computed on the basis of the Employee's Contributory Hours thereafter.

2. Reduction in Weeks of Benefits

One Week of Eligibility for Benefits will be subtracted from each Employee's eligibility credit for each week that any Weekly Supplemental Benefits are paid him under the Plan provided, however, that if a reduction in Weekly Supplemental Benefits is made in any week under the provisions of Article IX, Section 4 (a) (ii) or (iii), 75 per cent of a Week of Eligibility for Benefits will be cancelled if the Weekly Supplemental Benefit is reduced by one-half or less, and 25 per cent of a Week of Eligibility

for Benefits will be cancelled if the Weekly Supplemental Benefit is reduced by more than one-half.

3. Forfeiture of Weeks of Benefits

An Employee shall permanently forfeit all Weeks of Eligibility for Benefits previously accrued if:

(a) He incurs an unrestored Break in his Continuous Service, as defined in this Plan; or

(b) He shall willfully misrepresent or willfully withhold any fact in connection with an application by him for Weekly Supplemental Benefits under the Plan.

IX BENEFITS

1. General

The Gross Weekly Benefit of any eligible Employee shall be dependent on the Employee's Annual Base Earnings Class and shall be computed in accordance with the schedule set forth below in Section 2. Every Employee shall be assigned an Annual Base Earnings Class, determined by multiplying his Straight Time Hourly Rate at the time of lay-off by 2,080 but not by more, in the case of regular part time Employees (meaning Employees assigned to jobs which are customarily scheduled for less than full time), than 52 times the average number of hours worked per week during the first 4 of the last 5 weeks in which he worked preceding the week of lay-off. To the Weekly Base Benefit for each Annual Base Earnings Class as set forth in said schedule shall be added the applicant's Weekly Dependency Benefit to arrive at his Gross Weekly Benefit. Regardless of the Employee's Annual Base Earnings Class, the Weekly Dependency Benefit shall consist of \$2 per

dependent but shall not exceed a total Weekly Dependency Benefit of \$8.

2. Weekly Benefits

The Schedule which governs Gross Weekly Benefits and Weekly Base Benefits is as follows:

Schedule of Gross Weekly Benefits

Annual Base Earnings Class	Weekly Base Benefit	Additional Benefit per Dependent	Maximum Benefit
I \$2500 to \$2999.99	\$31	\$2	\$39.00
II \$3000 to \$3499.99	\$36	\$2	\$44.00
III \$3500 to \$3999.99	\$41	\$2	\$49.00
IV \$4000 to \$4499.99	\$46	\$2	\$54.00
V \$4500 and over	\$51	\$2	\$59.00

3. Severance Allowance

If the Company shall close a Plant permanently, any Employee whose Continuous Service shall not have been broken prior to the date of closing, whose job shall be discontinued, and who does not retire under the Pension Plan in effect between the parties or transfer to another Company plant (whether or not a Plant as defined in this Plan) shall have his Weeks of Eligibility on such date of closing converted into a lump sum severance allowance calculated in accordance with this Plan as if he would be on lay-off and without any Compensation for a number of weeks equal to such Weeks of Eligibility. Such severance allowance shall be paid in a single sum to such Employee at the time of his termination but not earlier than the date of Plant closing and shall terminate his status as an Employee. If an Employee shall have been on lay-off prior to and on the date of closing and shall otherwise be eligible therefore, he shall be paid a Weekly Supplemental Benefit for the week in which such closing shall occur. The Weeks of Eligibility credited to such an Em-

ployee on the date of closing shall reflect any such Benefit paid.

4. Determination of Weekly Supplemental Benefit

There shall be deducted from the Employee's Gross Weekly Benefit the following:

(a) (i) If any amount of State System Unemployment Benefit is payable (or would be payable upon application) for such week, the full amount of the State Benefit (including any applicable dependency allowances) without reduction because of the receipt of Compensation; or

(ii) If no amount of State System Unemployment Benefit is payable (or would be payable upon application) for such week only because of the receipt of Compensation, the Compensation earned by the applicant during such week in excess of \$10, or, if less than \$10, the maximum specified number of dollars disregarded by the State System in the calculation of State Benefits (provided that if such maximum amount disregarded by the State System is not a specified number of dollars), then the amount so disregarded for the purposes hereof shall be computed as any excess up to \$10 of Compensation over the full State Benefit, including any applicable dependency allowances, without reduction because of the receipt of Compensation; or

(iii) If no amount of State System Unemployment Benefit is payable (or would be payable upon application) for such week because of any reason other than the receipt of Compensation, any Compensation earned by the applicant during such week to such extent that the remaining net Weekly Benefit payable shall equal the sum of the

net Weekly Benefit and the State Benefit (including any applicable dependency allowances) that would be payable were he otherwise eligible under the State System or ineligible only because of the receipt of Compensation; and

(b) The amount by which his State System Unemployment Benefit for such week may have been reduced because of the receipt by him of any Primary Social Security Benefits.

E. Payment of Benefits

The Company or Trustee (as the Company shall determine) shall pay to eligible Employees, Weekly Supplemental Benefits computed in accordance but only to the extent of the amounts available in the General Fund.

The amount of the Benefit shall be subject to those provisions of the Plan which provide for reduction of Weekly Supplemental Benefits when the General Fund Level is at certain stated percentages less than 100% as provided in Section 6 of this Article IX.

F. Effect of General Fund Level

Notwithstanding any of the other provisions of this Plan, if the General Fund Level as determined with respect to any calendar month shall fall below 75%, Weekly Supplemental Benefits payable under the Plan shall be reduced in accordance with the following schedule:

General Fund Level	Percentage of Weekly Supplemental Benefits (Including Dependency Benefits)
75% or more	100%
50% to, but not including, 75%	75%
25% to, but not including, 50%	50%
5% to, but not including, 25%	25%
Less than 5%	none

7. Withholding by the Company or Trustee

There shall be deducted by the Company or the Trustee from the amount of any Benefits otherwise payable pursuant to this Plan any amount required to be withheld by reason of any law or regulation for payment of taxes or otherwise to any Federal, State, County, or Municipal government.

X ADMINISTRATION OF THE PLAN

1. Board of Review—Supplemental Unemployment Benefits Plan

The Company will appoint a Board of Review of Company representatives to establish policies to govern the overall administration of the Plan subject to the provisions of this Agreement, and on behalf of the Company to review appeals under the Plan.

2. General

The determination of the eligibility of any person who applies for a Weekly Supplemental Benefit and the payment under the Plan of such Benefit shall be made in accordance with the provisions of this Plan and administered under and in accordance with the provisions of this Article.

It shall be the function of the Board of Review, established in accordance with this Article, to make the final decision on behalf of the Company as to whether or not any applicant is eligible for a Weekly Supplemental Benefit under the terms of the Plan and, if so, the amount of such Benefit; provided, however, that local Plant Management shall make the initial determination on behalf of the Company in accordance with the provisions of the Plan. The Board of Review shall be presumed con-

clusively to have approved any such determination by the local Plant Management unless the person who applied for such Benefit shall have appealed from the determination by the local Plant Management in the manner prescribed in this Article.

3. Application for Benefits

The Company shall have the right to establish and from time to time modify reasonable rules, regulations and procedures concerning the times and places at which persons desiring to apply for a Weekly Supplemental Benefit shall report in order to comply with the eligibility requirements as set forth in the Plan and concerning the form, content and substantiation of applications for Benefits.

Amongst other things, these procedures will require the applicant to apply for Weekly Supplemental Benefits under the Plan for any week of lay-off during the same week for which Benefits are being claimed. The Company will designate an office at each Plant where persons laid-off from such Plant may appear for the purpose of complying with such requirement.

An applicant shall be required to exhibit his State System Unemployment Benefit check for every week with respect to which he applies for Weekly Supplemental Benefits under the Plan. If payment is made in cash under the State System, he will be required to exhibit a copy of the payment receipt or other proof showing receipt of the State System Unemployment Benefit for each such week. If the applicant was ineligible in any week to receive a State System Unemployment Benefit for any of the reasons stated in Section 2(h) 3 of Article VII, he shall, in lieu of exhibiting a check, payment receipt or similar document, furnish notice

tory proof that he was ineligible due solely to such reasons. State System Unemployment Benefits shall be presumed to have been received by the applicant for the week set forth on the checks therefor, or in the case of cash payments on the copy of the payment receipt or similar document.

An applicant may be required, at the option of the Company, to exhibit his reporting card or other evidence furnished under the State System as evidence that he has reported at the appropriate office maintained by the State System and that he has complied with the eligibility requirements under the State System where such requirements are prescribed.

At the discretion of the Company, an applicant may be required to furnish reasonable proof of the fact that he has been engaged in a personal search for other employment as required by Section 2(b) 2 of Article VII and to certify in writing:

(a) The Compensation earned from all other sources of employment during such period and the source thereof;

(b) Whether he received or was entitled to receive any unemployment or sickness benefit from any source other than the Plan and the State System for the period with respect to which application is made, and if so, the source and amount thereof;

(c) The identity and number of his dependents;

(d) Such further and additional evidence and information as may be material and relevant in order to enable a determination to be made as to whether or not such person is eligible to be paid a Weekly Supplemental Benefit under the Plan, and, if so, the amount of such Benefit.

4. Determination of Eligibility

(a) When a person files an application for a Weekly Supplemental Benefit under this Plan and furnishes to the Company the evidence and information required to be furnished, under this Article, the Company promptly thereafter shall:

1. Determine whether such person is an eligible person, and, if he is determined to be an eligible person;

2. Determine whether any Weekly Supplemental Benefits are payable to him and, if so, the amount thereof.

(b) If the Company determines that a Weekly Supplemental Benefit is payable to an eligible person with respect to the week for which application for Benefits is made, it shall arrange for the payment of such Benefit to such eligible person as soon as is reasonably possible after such week. If after a person has been paid 1 or more Weekly Supplemental Benefits under the Plan, the Company determines that such Benefit or Benefits paid should not have been paid or should have been paid in a lesser amount or amounts (as the result of a subsequent disqualification for State System Unemployment Benefits or otherwise) written notice thereof shall be mailed to such person and such person shall return the amount of overpayment to the Company.

If such person shall fail to return such amount promptly, the Company will arrange to be reimbursed for an amount equal to the amount of overpayment by making a deduction from future Weekly Supplemental Benefits otherwise payable to such person or by making a deduction from Compensation payable by the Company to such person, or both. The

Company will be authorized to make such deduction from the Employee's Compensation payable by the Company as will be provided for in the Employee's Application for Weekly Supplemental Benefits.

Except as otherwise provided in the Plan, at such time as such amount of overpayment is recovered, the number of Weeks of Eligibility for Weekly Supplemental Benefits of such person, if any, theretofore cancelled with respect to such full weeks of overpayment of Benefits shall be restored to him up to a maximum of 52 weeks.

(c) If the Company determines that an applicant is not entitled to a Weekly Supplemental Benefit with respect to the week for which such application is made, the applicant shall be given prompt written notice thereof.

(d) For the purpose of computing the Dependency Benefits to which an applicant may be entitled, the Company may rely upon the official form filed by the applicant with the Company for Federal Income Tax withholding purposes. An applicant may claim a greater number of dependents than is shown on this form, but he shall have the burden of clearly establishing that he is entitled to such greater number of dependents.

The Company may require an applicant to furnish satisfactory proof of the number of dependents he is claiming.

5. Procedure for Appeals

It is the purpose of the Company and the Union to establish a procedure by which disputes as to whether Benefits are payable to an Employee, as to the amount of such Benefits, or as to any other matter regarding interpretation of or compliance with the terms of this

Plan, may be resolved in an expeditious and uniform manner, and to revise such procedure, from time to time, as experience under this Plan shall indicate the need for revision in order to accomplish such purpose.

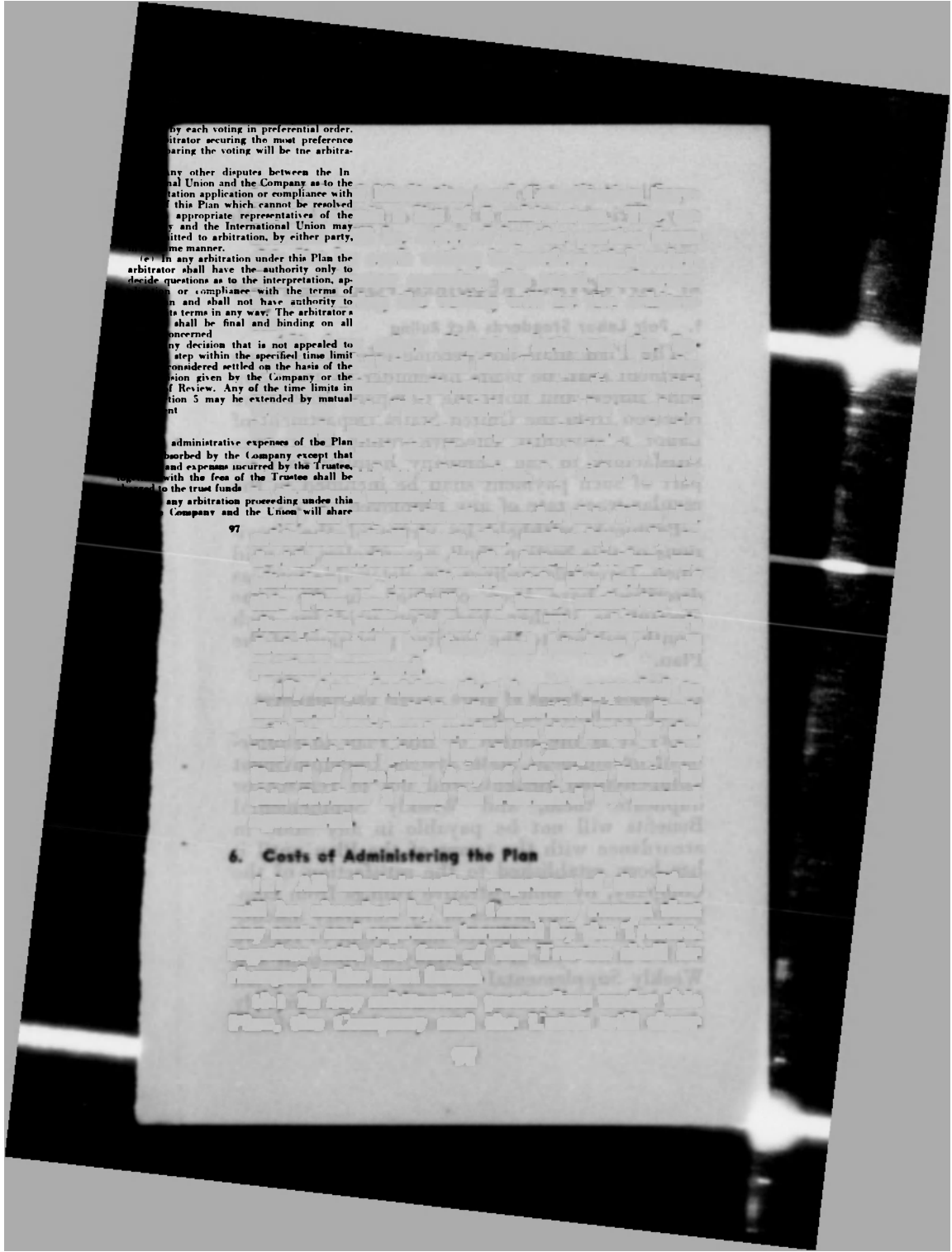
Unless mutually agreed to in the future, no dispute regarding this Plan will be subject to the Grievance Procedure provided for in the Master Agreement.

In the absence of any mutual agreement to the contrary, the following procedure shall be followed:

(a) Any protest of a Company decision as to whether Benefits are payable under this Plan, shall be made within 10 days to local Plant Management. The answer of local Plant Management shall be made to the applicant and the Union within 10 days.

(b) If no agreement is reached at the local Plant level, the Union may appeal within 20 days in writing to the Board of Review, setting forth the reasons for the claim. The Board of Review will decide such appeals within 20 days after their receipt and notify the Union, in writing, of its decision, giving its reasons therefor.

(c) If any dispute is not settled in accordance with the foregoing, it may be referred, within 30 days, to appropriate representatives of the International Union designated by its International Headquarters and the Head Office Industrial Relations Department of the Company. In the event they fail to agree either party may, within 30 days, submit the matter to arbitration by notifying the other party in writing of its decision to arbitrate. The parties shall thereafter attempt to agree upon an arbitrator. If they fail to do so within 10 days, then either party may request



of each voting in preferential order.
The trustee securing the most preference
among the voting will be the arbitra-
tor.
In any other disputes between the In-
ternational Union and the Company as to the
application or compliance with
this Plan which cannot be resolved
by appropriate representatives of the
Company and the International Union may
be referred to arbitration by either party
in any manner.
(2) In any arbitration under this Plan the
arbitrator shall have the authority only to
decide questions as to the interpretation, ap-
plication or compliance with the terms of
this Plan and shall not have authority to
decide in any way. The arbitrator's
decision shall be final and binding on all
parties concerned.
Any decision that is not appealed to
the arbitrator within the specified time limit
shall be considered settled on the basis of the
decision given by the Company or the
International Union. Any of the time limits in
this section may be extended by mutual
agreement.

Administrative expenses of the Plan
shall be paid by the Company except that
expenses incurred by the Trustee
in the administration of the Plan shall be
paid by the Trustee.

6. Costs of Administering the Plan

The costs of administering the Plan shall be paid by the Company except that expenses incurred by the Trustee in the administration of the Plan shall be paid by the Trustee.

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equally the arbitrator's fees and expenses and any clerical or stenographic expense that both agree to.

XI APPROVALS REQUIRED FOR THE PLAN

1. Fair Labor Standards Act Ruling

The Plan shall not become effective and no payment shall be made hereunder by the Company unless and until the Company shall have received from the United States Department of Labor a currently effective ruling or rulings satisfactory to the Company holding that no part of such payment shall be included in the regular wage rate of any Employee.

Payments withheld by virtue of the provisions of this Section shall, nevertheless, be paid when favorable rulings or determinations as described have been obtained, in the same amount as if they had been paid for each month, subject to the funding provisions of the Plan.

2. Supplementation of State System Unemployment Compensation Benefits

(a) It is the intent of this Plan to supplement or augment State System Unemployment Compensation Benefits and not to replace or duplicate them, and Weekly Supplemental Benefits will not be payable in any State in accordance with the terms of the Plan until it has been established to the satisfaction of the Company, by administrative rulings from competent State authorities or by statutory amendments, that an Employee has a right to receive both a State System Unemployment Benefit and Weekly Supplemental Benefits under this Plan for the same week of lay-off at approximately the same time and without reduction of the

State System Unemployment Benefit because of the payment of the Weekly Supplemental Benefit under the Plan.

(b) After satisfactory administrative rulings from competent State authorities are received by the Company or statutory amendments are approved by the State, Weekly Supplemental Benefits will be paid applicants in that State in accordance with the terms of the Plan commencing with the beginning of the second calendar week following the date of receipt of such satisfactory administrative rulings or the approval of such statutory amendments.

(c) If there are States which have not approved supplementation of the State System Unemployment Compensation Benefits, any person in such a State covered by this Plan who is laid-off and who is not disqualified from receiving State System Unemployment Benefits and who is otherwise eligible to receive Weekly Supplemental Benefits, may elect to receive substitute Weekly Supplemental Benefits thereafter payable in the same amount as if supplementation of State System Unemployment Compensation Benefits were permitted.

Payments of substitute Weekly Supplemental Benefits will be governed by the same eligibility rules as govern the payment of Weekly Supplemental Benefits in States where supplementation is permitted. Elections may be made on:

1. A multiple week basis which will be paid in a lump sum during one calendar week; or
2. In a lump sum upon the Employee's return to work.

2. Amount of Withholding

If the Company at any time shall be required

to withhold any amount from any amounts to be transferred to the Trustee by reason of any Federal, State, County or Municipal law or regulation, the Company shall have the right to deduct such amount and pay only the balance to the Trustee.

4. Applications for Rulings

The Company shall apply promptly to the appropriate officers or agencies for the rulings or determinations described above in this Article.

5. Failure to Obtain Required Rulings

All obligations of the Company under the Plan shall cease and the Plan shall terminate forthwith and be of no further effect if the Department of Labor will not issue and continue favorable rulings that no contributions of the Company to the Plan shall be included in the regular rate of any Employee. In such event the parties will meet within the following 60-day period in order to negotiate concerning modifications of the Plan which will meet the objections of the Department of Labor, or with respect to the use that will be made of the same amount of contributions which the Company would otherwise be obliged to make to the Plan from that time on; provided, however, that no payments thus agreed upon will be retroactive.

In the event that the parties fail to agree on such specific subjects during such period either party may thereafter resort to strike or lock-out, as the case may be, in support of its position on these specific subjects despite the provisions of the Master or any other Agreement of the parties to the contrary.

XII MISCELLANEOUS

1. Liability

(a) These Articles I through XII constitute the entire Plan.

The provisions of this Plan express, and shall be deemed to express, completely each and every obligation of the Company with respect to the financing of the Plan and provisions of Benefits and payments thereunder.

Without limiting the foregoing, no Benefit shall be payable except as stated in the Plan, and the Company shall not be obligated to provide for any Supplemental Weekly Benefit or payment not provided for in the Plan, or to make any contribution for Benefits not specifically provided for in the Plan, even though the General Fund provided for in Article IV should be insufficient to pay Benefits which might otherwise be payable under the Plan; and the Union shall not call upon the Company to make or provide for any such Benefit or payment.

The Company shall not be obligated to make up, or to provide for making up, any depreciation, or loss arising from depreciation, in the value of the securities held by the Trustee, and the Union shall not call upon the Company to make up, or to provide for making up, any such depreciation or loss.

(b) The Company, the Trustee, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

(c) The Trustee shall be directed to hold or to invest funds transferred to trust only in cash.

or in other such securities as provided in Article IV, which may be readily liquidated, irrespective of the rate of return, or the absence of any return thereon, and without any absolute or relative limit upon the amount that may be invested in any one or more types of approved investments; and the Trustee shall not be liable for the making or retaining of any such investment or for realized or unrealized loss thereon whether from normal or abnormal economic conditions or otherwise.

(d) Notwithstanding the above provisions, nothing in this Plan shall be deemed to relieve any person from liability for willful misconduct or fraud.

2. Rights and Responsibilities

Neither the rights of the Employees to employment nor the Company's right to discipline or discharge shall be enlarged or limited by reason of any provision of this Plan. This Plan shall not be deemed in any way to enlarge, qualify, limit or alter the management responsibilities of the Company as set forth in the Master Agreement.

1. Armed Services

A person who enters the Armed Services of the United States directly from the employ of the Company shall, while in such service, be deemed for the purposes of the Plan to be on leave of absence and shall not be entitled to any Weekly Supplemental Benefit, but all Weeks of Eligibility credited to such person at the time of his entry into such service shall be credited to him upon his reinstatement as an Employee, provided he returns to employment with the Company with no loss of Continuous Service.

4. Applicable Law

The Plan and all rights and duties thereunder shall be governed, construed and administered in accordance with the laws of the State of New York, except that the eligibility of a person for, and the amount and duration of, State System Unemployment Benefits shall be determined in accordance with the laws of the applicable State.

5. To Whom Benefits Are Payable in Certain Conditions

Benefits shall be payable hereunder only to the person who is eligible therefor, except that if the Board of Review shall find that such a person is deceased or is unable to manage his affairs for any reason, any Benefit otherwise payable to him shall be paid to the spouse, parent, children, or other relatives or dependents of such person, or to his duly appointed legal representative, or to any of them, as the Board of Review in its discretion may determine.

Any payment so made shall be a complete discharge of any liability with respect to such Benefit. In the case of death, no Benefit shall be payable with respect to any period following the last full week of lay-off immediately preceding the person's death.

6. No Vested Interest

Except as provided in this Plan, no Employee shall have any right, title, or interest in the General Fund.

7. Nonalienation of Benefits

No Benefits shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution, or commis-

brance of any kind and any attempt to accomplish the same shall be void.

In the event that the Board of Review shall find that such an attempt has been made with respect to the Benefits of any person, the Board of Review, in its sole discretion, may apply the amount of such Benefit to or for the benefit of such person, his spouse, parents, children, or other relatives or dependents as the Board of Review may determine and any such application shall be a complete discharge of any liability with respect to such Benefit.

8. Status of Person Receiving Benefits

Neither the Company's contributions nor any Benefit paid under the Plan shall be considered a part of any Employee's wages for any purpose. No person who receives any Benefit shall for that reason be deemed an Employee of the Company during such period, and he shall not thereby accrue any greater right to participate in, accrue weeks of eligibility or receive benefits under any other employee benefit plan to which the Company contributes than he would if he would if he were not receiving such Benefit.

9. Termination of the Plan and Agreement

(a) Upon any termination of the Plan, the Plan shall terminate in all respects except that any cash, bonds or securities then remaining in trust shall be subject to all of the applicable provisions of the Plan then in effect and, whether or not the General Fund Level is below 75%, shall be used until exhausted to pay expenses of the Trustee and to pay regular Benefits (without regard to Section 6 of Article IX hereof) to eligible applicants laid-off or thereafter laid-off.

(b) This Agreement is made with the understanding that it will become effective as of April 1, 1960 except as may be specifically otherwise provided herein, and will remain in effect until November 30, 1962, and will be automatically renewed for successive periods of 12 months unless either party requests a change in this Agreement or the negotiations of a new Agreement by giving written notice to the other party not less than 60 calendar days before November 30, 1962 or November 30 of any year thereafter; provided that in any event this Agreement shall remain in effect only as long as a Master Agreement continues to exist between the parties.

CONTINENTAL CAN COMPANY, INC.

By **W. A. LACKE**

By **WALTER E. KLINT**

INTERNATIONAL ASSOCIATION OF MACHINISTS

By **E. R. WHITE**

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ADMINISTRATIVE FILE

*Office Request to
National Association
of Parents & Children's
Groups
- Marshall Marshall
- Marshall Marshall*

January 16, 1962

Mr. Weldon L. Mathis
Teamsters Local 728
2540 Lakewood Avenue, SW
Atlanta, Georgia

Dear Sir and Brother:

The attached letter from Jack
Jorgensen dated January 3rd is self-explanatory.

I am wondering if you happen to be
acquainted with Marshall Mantler, head of this
organization. There has been some interest on
the part of some individual members for joining
the Teamsters.

Fraternally yours,

H. J. Gibbons
Executive Assistant to the
General President

HJG:ld
ett.

Teamsters Joint Council No. 32

AFFILIATED WITH THE



International Brotherhood of

TEAMSTERS, CHAUFFEURS,

WAREHOUSEMEN & HELPERS of America

JACK J. JORGENSEN
President

726 WEST AVENUE NORTH, MINNEAPOLIS 2, MINNESOTA

JOSEPH F. O'HARE
Secretary-Treasurer

Federal 9-1431

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ma the*

January 3, 1962

Mr. Harold Gibbons, Vice President
Int. Brotherhood of Teamsters
25 Louisiana Avenue N.W.
Washington 1, D.C.

Dear Harold,

In regard to the matter I discussed with you on the phone. The organization known as "NAWCAS", National Assn. of Women's and Children's Apparel Salesmen, Inc. is headed by a man named Marshall Mantler, whose salary is \$50,000. per year plus expenses.

There are approximately 13,000 members in this organization scattered across the United States and Canada in every major city. All salesmen having women's and children's wearing apparel must have a NAWCAS Card or they cannot show in any display within any of the cities known as "Market" which is every city. Each Market has a Board of Directors headed by the President and run by the Secretary Treasurer, which is a paid position ranging from \$8,000. to \$15,000. per year.

The annual dues per member to the National Organization, which is located at 704 Bona-Allyn Bldg, Atlanta, Georgia is \$15.00. However, there will be a \$5.00 annual rise each year for the next ten years. Also, the salesman member is required to pay \$5.00 to \$10.00 annually in his Local area. In addition, each time that a member of NAWCAS dies, each of the salesmen are assessed \$1.10 for a death benefit. If a member lives until 70 years of age he receives \$5,000., which is also assessed back to each member at \$1.10 per member plus 55¢ for retirement. If he lives to 75 years of age or if he dies at 75, an additional \$500 is paid.

The organization employs an attorney by the name of Sussman, at a retainer of \$20,000. per year. Sussman has an office at St. Louis, Missouri. His contact with the members is to write letters to any of the manufacturing firms who do not pay commissions. However, he does not do any court work for this fee.

Teamsters Joint Council No. 32

AFFILIATED WITH THE



International Brotherhood of
**TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS** of America

JACK J. JORGENSEN
President

JOSEPH F. O'HARE
Secretary-Treasurer

700 FIRST AVENUE NORTH MINNEAPOLIS 2, MINNESOTA

Federal 9-1431

Mr. Harold Gibbons

- 2 -

January 3, 1962

A provision in the Nawcas contract states that if a manufacturing firm does not cooperate with Sussman in regard to delayed commissions he may be placed on the black list of the newspaper which is known as NAWCAS. However, there is very little "teeth" in enforcement of payment due to individual salesman, who only has a thirty day contract because the manufacturer may release him upon thirty days' notice.

It would appear to me that the only way that this Organization could be brought into the Teamsters would be through Marshall Mantler of Atlanta, Georgia who has a complete iron grasp on its destiny and policies. However, the man who contacted James Hoffa, whose name is John Mazzei, feels that perhaps a contact to Mr. Mantler might prove productive.

However, he does not wish his name used in any connection because if the contact is not fruitful he would lose his Nawcas card, which would prevent him from showing in any Market in the country.

I have no opinion concerning the possibilities of this organization being brought into the Teamsters.

I am enclosing two copies of newspapers which give some insight into the organization and the markets they serve.

Fraternally yours,

TEAMSTERS JOINT COUNCIL NO. 32

Jack J. Jorgensen
Jack J. Jorgensen, President

JJJ:fq
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NAWCAS NEWS

November 25, 1961 Vol. 16—No. 22

Published by the NATIONAL WOMEN'S AND CHILDREN'S APPAREL SALESMEN, INC.

CONVENTION PLANS FINALIZED COMMITTEE MEMBERS APPOINTED

Board Of Governors To Convene In Miami In December; First Year Of 10 Year Plan To Be Reviewed

Plans are reaching final form for what promises to be one of the most important functions in NAWCAS history. A very significant function of this convention will be a careful review of year one of the NAWCAS Ten Year Plan. The convention will appraise progress made to date and develop new plans to accomplish long-range NAWCAS goals.

Committees Named
NAWCAS President, Sherman Goodfriend, announces committee appointments on page two of this issue of the NAWCAS NEWS. Each committee member has been mailed a copy of a proposed committee agenda, together with detailed reports and proposals outlining work which must be done. All members are again urged to inform convention delegates of problems, plans and ideas which should be evaluated at this convention. The convention schedule is presented below.

Monday, Dec. 11
First Executive Advisory Council Meeting
Briefing of Committee Chairmen and Vice Chairmen
Children's Wear Panel
10:00 a.m.

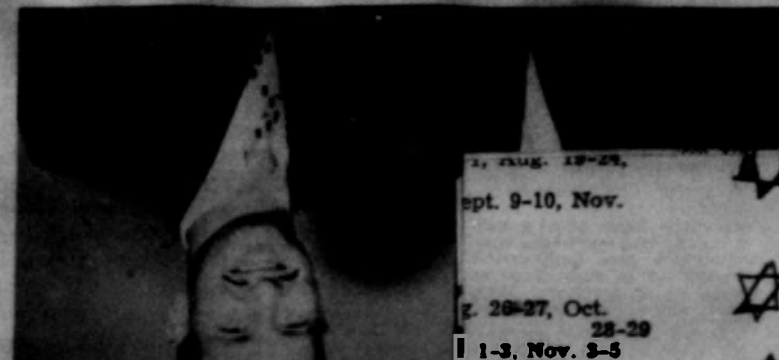
Tuesday, Dec. 12
9:00 a.m.
10:00 a.m.

Manufacturer Establishes Group Major Medical Plan

The Travelling Salesman Will Not Be Buried

Mr. Harry Golden, syndicated columnist for leading papers across the country, stated in his column of October 20th that the travelling salesman was not only outdated, but would soon become extinct. Fortunately, NAWCAS was immediately informed, by letter, of the true situation facing our members. NAWCAS salesmen are not riding a dying horse. We are not living on borrowed time. We will not be buried.

Growing Need For Salesmen
Contrary to Mr. Golden's idea that the travelling salesman will soon be as useless as a 1943 war stamp, there is a continuing and growing need for more and more professional salesmen. The 1958 census shows a considerable increase in the number of children's wear manufacturers of the firm of Landman and Katz, Inc., manufacturers of children's wear.



Pictured here are, left to right: Al Landman and William Katz, principals of the firm of Landman and Katz, Inc., manufacturers of children's wear.

wear, have established a group major medical policy for their employees. The plan, which went into effect on June 1st, covers all full-time permanent employees who are employed as officers, manufacturing department heads, or salesmen. At the present time, 50 full-time salesmen are covered.

In commenting on the plan, H. C. Auerbach, Vice President of the firm, said: "Both Mr. Landaman and Mr. Katz felt strongly that our company should give its salespeople and other associates a sense of security in knowing that medical bills will not burden them. The benefits are quite liberal and our firm pays the entire cost of these coverages."

Broad Coverage

The plan, which was developed by Mutual of New York, offers broad coverage for the employee and his dependents. Wives of employees and unmarried children who have not reached their 19th birthday qualify for dependent coverage. The company will pay up to \$10,000 per claim with an 80 per cent co-insurance clause.

The cash deductible amount is \$350 per year, if the salesman does not have Blue Cross coverage. The deductible amount applies only once in any calendar year even though a person may have several accidents or illnesses during the year. A separate deductible amount applies to each person insured, unless two or more insured members of a family are injured in the same accident. In this case, the employee need pay only one cash deductible with respect to all medical expenses resulting from the accident in that and the next calendar year—regardless of the number of family members injured.

44 Years of Progress

Landaman and Katz, Inc., is celebrating its 44th anniversary this year. The firm has steadily progressed over the years to where it is now regarded as one of the largest children's wear manufacturers in the country. The group major medical plan which the firm has established for its employees is indicative of their high regard for their employees.

NBA Brochure Mailed November 1, 1961

A comprehensive explanation of the expanded NBA program was mailed to each member with the November assessment. You are urged to study the brochure and to keep it where it will be available for future reference. The booklet is very important and will answer almost any question you may have regarding the plan.

crease in sales personnel over that reported in 1948.

Apparel manufacturers, instead of reducing their sales staffs, are increasing their operations to the point where they are down to county and city territories. They are advertising continuously for more and more men who can build up a territory, get business and sell creatively.

According to Luther H. Hodges, Secretary of Commerce, the United States will need over six million additional people in the selling profession by 1970 if we are to keep up and expand our present economy.

The National Sales Executives Association has issued an urgent plea for over one million more salesmen by 1973.

Today, about one third of all sales revenue is from products that did not exist 10 years ago. (Continued on page 2, Col. 2)



Left to right: Sherman Goodfriend, NAWCAS President; M. D. Klein, Past-President (1947-1948); Sam Ferdinand, current President of Arkansas-Oklahoma Fashion Exhibitors; and Marshall J. Mantler, Executive Director of NAWCAS. Mr. Klein is one of the Past-Presidents of the affiliate honored at its 10th Anniversary Banquet. Highlights of the celebration are reported in an article on page 4 of this issue.

4:00 p.m.
Wednesday, Dec. 13
8:00 a.m.
9:30 a.m.

Thursday, Dec. 14

Friday, Dec. 15

Saturday, Dec. 16

Sunday, Dec. 17

9:00 a.m.
to
5:00 p.m.

New Delegates Indoctrination

Opening Breakfast
Committee Meetings

First Convention Session

Second Convention Session

Third Convention Session
Installation Banquet (Formal for Officers)

Second Executive Advisory
Council Meeting - 1961 and
1962 members

Re-Evaluation Of All Affiliate Market Dates Definitely Needed

By Sid Cooper

Editor's Note: NAWCAS realizes the importance of choosing market dates wisely, to encourage better retailer attendance. The final solution is not in sight. It is recommended, however, that each region hold a joint meeting each year of affiliate representatives to decide the market dates for that area.

During the past few months, The NAWCAS NEWS has run a series of "IT'S HIGH TIME, MR. MANUFACTURER AND MR. SALESMAN." Midwest Fashion Exhibitors believes it is also "HIGH TIME" NAWCAS re-evaluated the various timings of its affiliate markets, not only individually, but collectively. Midwest Fashion has already done so, but we need sanction on a higher plane. This could be done through committees at any of the national conventions.

Conforming To Changing Times

Changing times call for a "Change of TIMES." For years affiliate show dates have been set according to established traditions, despite the squawks and comments made by manufacturers, merchants, and by our own sales-



Sid Cooper

men. We are told, for instance, that the Holiday-Cruise Markets have to be held the first week in September; Spring Showing must exist during the first week of November, etc. — but, we have forgotten by whom we were told, or how these dates came about.

We think that sometimes they have come about by the Hotel Accommodations committees. But never, evidently, by the voice or opinion of those most affected, the Salesmen, and ultimately, the Customers. The fact remains that, were a consensus taken today, everyone — meaning every market, whether it be Kansas City Detroit — (Continued on page 3, Col. 5)

SALESMAN

Published Semi-Monthly
By the National Association of Women's and Children's Apparel Salesmen, Inc.
Send notice of change of address to 784 Sans Allen Bldg., Atlanta 3, Georgia

"The only national association devoted exclusively to the interests of salesmen in this industry."

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LEE REIFEL, Editor

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NAWCAS NEWS

Printed in U. S. A.
Second class postage paid at Atlanta, Ga.

SALESMAN

(Continued from page 1)
After reading Mr. Golden's article, NAWCAS wondered who would be selling the new products to be produced in the future if the traveling salesman was no longer in existence. Mr. Golden seemed to believe this task could be handled by an IBM machine.

Another inconsistency in Mr. Golden's "Death of the Salesman" was his statement that few salesmen today are working on a commission basis. NAWCAS represents both the traveling salesman and the showroom or salaried man. Our records show, however, that the commissioned salesman is in the vast majority. He may not be receiving his due reward, but inequities in commissions, fringe benefits and the like are gradually being corrected.

The Small Retailer in the Bookends of Apparel Industry
Large stores today are buying out of New York, Chicago and other major cities. The ready to wear business could not prosper, however, from the business placed by these major department stores alone. In the last analysis, both the manufacturing giants and the run of the mill producers obtain their most profitable volume from the average retail merchant who is generally serviced and aided by the traveling salesman.

Over 110,000 apparel retailers still depend on the NAWCAS salesman to visit them in the store. These men will never be replaced by the \$40 a week man who "rips" around, order book in hand. The traveling salesman takes a personal interest in his customers. He is their financial advisor, management consultant and fashion expert, rolled into one. He protects the retailer from overbuying and the other extreme of understocking. This type of service cannot be reduced to a mechanical equation as Mr. Golden supposes.

An IBM machine that tells the buyer he's "overbought" should also tell the store's sales personnel they've "under sold." According to a yearly survey conducted by William and Mary Collage, sales personnel generally sell only 27 cents out of each available consumer dollar.

After reviewing the facts, there's a lot of evidence that selling is enjoying a rebirth. Those of us closest to it, those of us who live selling everyday are convinced there is no demise in sight for

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This noble and interesting profession NAWCAS believes that the road salesman is the key to advancement and success in the ready to wear field. NAWCAS also hopes that Mr. Golden, in the near future, will see the need for a birth announcement in recognition of the contribution made by the nation's salesmen.

Henry Rosenberg, Bill Schattensfield, C. T. Sheats, Jay J. Sweet, Lou Tanz, Bert Thompson, Victor E. Wyler, Josephine Gould (Observer).

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Excellent opportunity for resident man to carry fast selling re-order line of Sun and Fun hats for Women & Children. Due to re-organization, all territories open. Show affiliation required. No objection to non-conflicting side line. Write:

Bert Rosenberg
CABELL & HAT CO., INC.
202 N. W. 41st Street
Miami, Fla.

NEW YORK STATE
Leading nationally advertised line in BOYS & GIRLS Apparels. All sizes. Opportunity for salesman who has accounts that respect combination of quality and creative designing. Established business in Terr. Upstairs dept. and better specialty store only.
Mr. Stanley Liebling
OXFORD FOOTWEAR, INC.
45 West 12th Street
New York, N. Y.

Dealers & Houseware Salesmen
Medium price. Compact item line of Men's & Women's Dusters & Houseware from \$4.50 up. Featuring cottons, nylon trunks, acetate blouses, vacuum cleaners etc., just what for dept. & specialty stores. Write for more info. with non-conflicting line. High Commission. Write full resume in letter. All Terr. Open.
ST. JAMES
3242 20th Ave., #175, N. Y.

The New Era Shirt Company, manufacturer of nationally advertised women's shirts, seeks representation for New York State, exclusive of the metropolitan area of New York City. Commission - 15% on the gross - permissible to carry one non-conflicting line. Only experienced man with strong following need apply. Send written resume to:

Mr. Tom Berger
Sales Manager
New Era Shirt Company
961 Lucas Avenue
St. Louis 1, Missouri

SLEEPWEAR
LADIES AND/OR GIRLS \$2.98 - \$3.98
FLANNEL - CHALLIS - COTTONS & BLENDS
To resident men with show affiliations, or substantial following, all or part of these lucrative areas are available:

1. South West
2. Va., N. Carolina's
3. Nev., Tenn., Miss., Alabama
4. West Coast (Ore and)
5. Parts of Midwest

Complete territorial protection
SLEEPTITE
143 Madison Avenue New York 16, N.Y.

DRESSES MISS - HALFS

Now open for qualified salesmen for All or Part of following territories:

1. Wash. Oregon
2. Rocky Mountain States
3. Ill., Iowa, Missouri
4. Texas, Oklahoma
5. New York State

Good opportunity. Apply only if experienced and make area completely including smaller cities. Fine styling. Our "Kick" line of "Lili" Young" Hats available at \$1.75 to \$1.75.
One other line O.K. Good Commission. Guaranteed delivery. Send all information first letter.

I.H.I. YOUNG DRESS CO.
1375 Broadway New York 19, N.Y.

N. & S. Dak. - Nebr.
Misses - Jrs. Pants and Coordinated Tops
Both business in Terr. Not adv. has been stock program. N. Y. Showroom. Pension plan. Must be carried exclusively. Write full details
M. Lillberg, Jr. - Vice Pres. Sales
JACK WINTER INC.
123 N. Milwaukee St. Milwaukee 2, Wisconsin

COSTUME JEWELRY
Profit sharing plan for top costume jewelry salesmen.
We offer a well accepted line of costume jewelry to salesman with established territories in the South East and South Central states. Submit full background in first letter showing sales figures, area and type stores covered.
LEAVY & DORN
1001-11 Chestnut Street Philadelphia 7, Pa.

SHIRTSWEATERS AND SWEATWEARS
This is a rare opportunity for a leading man to represent a leading manufacturer in established territory.
WESTERN PENNSYLVANIA & W. VIRGINIA
We are looking for a top man who is seeking that once in a lifetime opportunity. Write details for personal interview in territory to Norman Wertheim.
BLUESHIRTWEARS CO., INC.
181 West 10th St., New York 11, N. Y.

LADIES' BELTS
Top Line \$1.99 Belts
Full Territorial Rights - 15% Com.
We have openings for:
1. Tex., Ohio, Ark., La.
2. Illinois
FRANK FEYER & CO., INC.
15 West 32 Street
New York 1, N. Y.

ROBES - DUSTERS
Nationally known line needs live wire, resident men in following territories:
1. Ohio, Mich., Ind.
2. Ill., Wis., Minn.
3. Mo., Neb., Neb., Iowa
4. Va., N. Car., S. Car., Ga., Fla.
5. W. Va., Ky., Tenn., Ala., Miss., La.
Replicates Cont. to Sales Mgr.
MORRIS ROBES, INC.
152 Mod. Ave., N. Y. C.

Help Combat Reckless Driving

Were you almost killed on the highway today? Salesmen cover more miles per day than any other professional group, and it's a sure bet that they meet more than one reckless driver.

NAWCAS is vitally interested in promoting highway safety. We realize that the police are doing their best, but they can't be everywhere at once. They only see a fraction of the violations. The other drivers get by without being caught and the accidents continue. It is up to responsible individuals to do the rest — by watching their own driving habits and by being their "brother's keeper."

What can you do to cut down on reckless driving? How can you fight back when someone almost kills you on the highway?

Taking off after the guilty driver is not the answer. This only makes you a dangerous driver—and may end in tragedy.

Doing nothing isn't the answer either. Most of the time that's just what we do. We decide there isn't anything we can do, so we continue on our way. Then at dinner or at a party, we tell what almost happened today because of some "joker" on the road. Meanwhile, that "joker" is still driving — is still a threat to everyone on the highway.

There is something NAWCAS MEMBERS can do.

No legal action is involved. But a letter of warning from the State Department of Public Safety is very effective. The driver finds out that he really hasn't gotten away with anything. Once he knows this, chances are he'll cut out the nonsense.

When Ed told NAWCAS about Georgia's policy, we wondered whether other states also endorsed such a program and what action they recommended. So, NAWCAS sent a questionnaire to the Department of Public Safety in every state. Over 71 per cent of the states have replied.

Action Urged by States
The survey showed that there are three things that you can do to combat unsafe driving:

1. Sign a warrant on the violator can be presented. All the states urge this action. If you do this, you must testify in court.
2. Notify the nearest policeman, or call the State Police. The highway patrol in the area is then alerted, and the driver can be arrested. The police say this is the best action you can take, if you are unwilling to sign a warrant.
3. Write to the State Department of Public Safety. In your letter, describe the violation, give the license number and the time and date of the violation, state the area where it happened, and, if possible, describe the driver.

Some of the states will act on violations reported by citizens in letters. The action taken will differ, however, from state to state. The states may either send a letter of warning, instruct a state trooper to warn the car owner, or alert the police in the area to be on the lookout for the reported car. Your action will get results if you follow these two rules. Report only serious violations. Make your report accurate.

Plan Your Present And Future With Established Uniform Line

Valuable territories available with full territorial rights. Pay Diam expenses, commissions, car furnished. National advertising. Uniform or dress experience preferred. Write giving full details.

HRESSLER BROTHERS

P. O. Box 4202

Atlanta 2, Georgia

ALIX OF MIAMI

Offers Excellent Opportunity for Sales Representation

1. Wisconsin, Minn., N. Dakota, S. Dakota
2. Kansas, Iowa, Missouri
3. Kentucky, Tennessee, Mississippi
4. N. Carolina, S. Carolina, Virginia
5. Texas, Oklahoma, Louisiana, Arkansas

We Manufacture Five Distinct Lines A Year . . .

- (1) A complete collection of latex, knits, imported and nationally confined cotton prints in sizes 8 to 36 also (2) Youth half-sizes, 12 1/2 to 24 1/2.
- (3) Daytime and after-five dresses in imported and domestic fabrics, nationally confined in sizes 8 to 36.
- (4) A similar collection of daytime and after-five youthful half-size dresses, 12 1/2 to 24 1/2.
- (5) A complete line of better sportswear consisting of "go-togethers" and co-ordinates in sizes 8 to 18.

Each of our lines is an independent division of Alix of Miami and grouped in a certain way to offer a good opportunity to a top sales representative on an exclusive basis with a draw against commission.

Please write do not phone, to:

Mr. Alts Schneiderman, 2760 Northwest Fifth Ave., Miami 37, Florida
Only letters stating qualifications, past connections and financial arrangements desired, will be answered. All information will be kept in strict confidence. Our present salesmen traveling these territories are aware of this advertisement.

"BRITISH LADY" DRESSES

Well-established, 45 years Philadelphia manufacturer of "British Lady" by the women's dresses, price \$6.75 - \$15.75, has openings for the following territories:

1. Wisconsin, Minnesota, Iowa, N. Dakota, S. Dakota
2. New England States
3. N. & S. Carolina, Virginia, Texas

These are well-established territories with a strong following. Top commission, full territorial rights. Write full details in first letter.

DUNNCRAFT

211 N. 13th St.

Philadelphia, Pa.

SALESMAN WANTED

On better Children and Teen Dresses and Blouses. \$36.00 to \$110.00 doz. Territories open:

Indiana, Michigan, Ohio, Minn., Calif., N. C., S. C., Va., West Va., Penna., N. J., Wisconsin.

Highest rate of comm. Full territory rights guaranteed deliveries 90% approved orders.

MARY LOUISE MFG.
Co., Inc.
SPRINGVILLE, ALA.



Howard H. Mantion, President of Pacific Northwest Apparel Association, Inc., presents Marjorie Pick with a diamond pin in honor of 30 years of membership and distinguished service in the United Commercial Travelers. The presentation was a complete surprise to Mr. Pick who celebrated his 51st birthday on October 11th.

Re-Evaluation

(Continued from page 1)

it, Cleveland, Minneapolis, Atlanta, Miami, St. Louis or Chicago, would want to conform more to modern times and modern thinking. As long as it is true that one market date affects all others in the same area, everyone should have their voice heard, or should be represented.

Recommended Change

Midwest Fashion proposes, as the first change, that the Holiday Market be pushed up from the present "Labor-Day" showing to the 3rd or 4th week of September. It is true this will bring the November showing too close on the heels of a "Holiday" show but, in as much as it is the weakest of all shows, perhaps it could be eliminated entirely.

In broaching the subject and publicizing the potentials involved in making such a change, the proper channels should be put in motion by interested persons who can do something about the problem of show dates. Even if it takes two years, at least we will have initiated some constructive action.

DRESS SALESMEN Unusual Opportunity

Because of retirements, one of the best known brand lines - 6.75 to 8.75 Misses, petites and half sizes - has openings in the established territory of:

1. NORTH & SOUTH CAROLINA
2. OHIO, MICH., & IND.

Must be show member and preferable live in territory.

R. KOLODNEY & CO.
"Buddy Hartford"

1410 Broadway

New York City

HALF-SIZE DRESS SALESMEN

\$6.75 to 10.75

Immediate opening for established aggressive salesmen. New sales set up. Must have knowledge and following in dress. Youthful styling combined with fabric interest. Right to insure volume selling. Commission basis - full territorial rights - guaranteed deliveries. Non conflicting line permitted. Write in confidence giving past particulars. Must be member shows.

1. Southern Calif. - Arizona - Nevada
2. Northern Calif. - Wash. - Oregon
3. Texas - La. - Oklahoma - Ark.
4. Florida - Georgia - Alabama

M'LADY OF CALIFORNIA

850 S. Broadway

Los Angeles 14, Calif.

MISSISSIPPI AND PETITE SPORTSWEAR

Separates and Co-ordinates

Open Areas to

OHIO, MDL, N. C., VIRGINIA, OHIO
MINN., IOWA, MO. & SO. CAR.
NASH.

Other territories also Available

Write full particulars to

CLARKE FASHIONS

68 Chauncy St.

Boston, Mass.

TOP JUNIOR RAINWEAR LINE AVAILABLE

We need top salesmen with following in Junior rainwear and sportswear and Junior buyers for exceptionally beautiful high-styled fashion vinyl rainwear. Top commission of 8% paid. All prime sales territories open. Our code are featured in Look-Like-Madam's magazine. Terrific opportunity for aggressive producers. Contact Russell Green, V. Pres.

MANUFAX, INC.

Time and Life Bldg.
111 West 20th St. - Jackson 4-4387
New York 24, N. Y.

TOP SALESMEN WANTED DISCOUNT OPERATIONS ONLY

Nationally advertised bra manufacturer with established discount label; self-selection packaging; design facilities; aggressive promotion program. Offers unlimited opportunity to heavy-weight volume producing salesmen with discount following. Key territories open. This is a "once-in-a-lifetime" offer to grow with the "field of the future" now. Write fully in confidence.

MR. ROBERT SAURMAN - Advertising Mgr.

WINGS BRASSIERS CO.

100 Madison Avenue

NEW YORK N. Y.

COTTON DAYTIME DRESSES DUSTERS & SPORT ITEMS

Philadelphia Manufacturer, established over 40 years, making JANET LYNN Cotton Dresses, Dusters, and Sport Items to retail \$2.95 - \$5.95 - \$6.95. Misses' and Women's sizes. wants experienced salesmen for the following territories:

1. Western Penna. . . West Va. . . Ky.
2. Southern Ill. . . Missouri . . . Kansas
3. Ohio . . . Mich. . . Ind.
4. La. . . Miss. . . Ark. . . Okla.

Please write in confidence to:

E. GORDON & CO.

1720 N. 5th St., P.O. Box 22, Pa.



Help Combat Reckless Driving

Were you almost killed on the highway today? Salesmen cover more miles per day than any other professional group, and it's a sure bet that they meet more than one reckless driver.

NAWCAS is vitally interested in promoting highway safety. We realize that the police are doing their best, but they can't be everywhere at once. They only see a fraction of the violations. The other drivers get by without being caught and the accidents continue. It is up to responsible individuals to do the rest — by watching their own driving habits and by being their "brother's keeper."

What can you do to cut down on reckless driving? How can you fight back when someone almost kills you on the highway?

Taking off after the guilty driver is not the answer. This only makes you a dangerous driver—and may end in tragedy.

Doing nothing isn't the answer either. Most of the time that's just what we do. We decide there isn't anything we can do, so we continue on our way. Then at dinner or at a party, we tell what almost happened today because of some "joker" on the road. Meanwhile, that "joker" is still driving — is still a threat to everyone on the highway.

There is something NAWCAS

MEMBERS Can Do

No legal action is involved. But a letter of warning from the State Department of Public Safety is very effective. The driver finds out that he really hasn't gotten away with something. Once he knows this, chances are he'll cut out the nonsense.

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The survey showed that there are three things that you can do to combat unsafe driving.

and the date and time of the violation. The Department of Public Safety then sends a letter of warning to the car owner.

**Plan Your Present And Future
With Established Uniform Line**



Howard H. Hanson, President of Pacific Northwest Apparel Association, Inc., presents Martin Piek with a diamond pin in honor of 50 years of membership and distinguished service in the United Commercial Travelers. The presentation was a complete surprise to Mr. Piek who celebrated his 61st birthday on October 16th.

1. Sign a warrant so the violator can be prosecuted. All the states urge this action. If you do this, you must testify in court.
2. Notify the nearest policeman, or call the State Police. The highway patrol in the area is then alerted, and the driver can be arrested. The police say this is the best action you can take, if you are unwilling to sign a warrant.

3. Write to the State Department of Public Safety. In your letter, describe the violation, give the license number and the time and date of the violation, state the area where it happened, and, if possible, describe the driver. Some of the states will act on violations reported by citizens in letters. The action taken will differ, however, from state to state. The states may either send a let-

Re-Evaluation

(Continued from page 1)

it, Cleveland, Minneapolis, Atlanta, Miami, St. Louis or Chicago, would want to conform more to modern times and modern thinking. As long as it is true that one market date affects all others in the same area, everyone should have their voice heard, or should be represented.

Recommended Change

Midwest Fashion proposes, as the first change, that the Holiday Market be pushed up from the present "Labor-Day" showing to the 3rd or 4th week of September. It is true this will bring the November showing too close on the heels of a "Holiday" show but, in as much as it is the weakest of all shows, perhaps it could be eliminated entirely.

In broaching the subject and publicizing the potentials involved in making such a change, the proper channels should be put in motion by interested persons who can do something about the problem of show dates. Even if it takes two years, at least we will have initiated some constructive action.

DRESS SALESMEN Unusual Opportunity

Because of retirements, one of the best known brand lines - 6.75 to 8.75 Misses, petites and half sizes - has openings in the established territory of:

1. NORTH & SOUTH CAROLINA
2. OHIO, MICH., & IND.

Must be show member and preferable live in territory.

R. KOLODNEY & CO.
"Buddy Hartford"

1410 Broadway

New York City

HALE-SIZE DRESS SALESMEN

Available territories available with full territorial rights. Expenses, commissions, car furnished. National advertisement. Uniform or dress experience preferred. Write giving full details.

BRESSLER BROTHERS

P. O. Box 4392

Atlanta 2, Georgia

ALIX OF MIAMI

Offers Excellent Opportunity for Sales Representation

1. Wisconsin, Minn., N. Dakota, S. Dakota
2. Kansas, Iowa, Missouri
3. Kentucky, Tennessee, Mississippi
4. N. Carolina, S. Carolina, Virginia
5. Texas, Oklahoma, Louisiana, Arkansas

We Manufacture Five Distinct Lines A Year . . .

- (1) A complete swimwear collection of latex, knits, imported and nationally advertised swimwear in sizes 8 to 18 also (2) Youth half-sizes, 12 1/2 to 14 1/2.
- (3) Daytime and after-five dresses in imported and domestic fabrics, nationally advertised in sizes 8 to 20.
- (4) A summer collection of daytime and after-five youthful half-size dresses, 12 1/2 to 14 1/2.
- (5) A complete line of better sportswear consisting of "go-togethers" and co-ordinates in sizes 8 to 18.

Each of our lines is an independent division of Alix of Miami and grouped in a certain way to offer a good opportunity to a top sales representative on an exclusive basis with a draw against commission.

Please write do not phone, to:

Mr. Alex Schneidman, 2760 Northeast Fifth Ave., Miami 37, Florida. Only letters stating qualifications, past connections and financial arrangements considered, will be answered. All information will be kept in strict confidence. Our present salesmen traveling these territories are aware of this advertisement.

ter of warning, instruct a state trooper to warn the car owner, or alert the police in the area to be on the lookout for the reported car. Your action will get results if you follow these two rules. Report only serious violations - Make your report accurate.

\$6.75 to 10.75

Immediate opening for established aggressive salesmen. New sales set up. Must have knowledge and following in dresses. Youthful styling combined with fabric interest right to insure volume selling. Commission basis - full territorial rights - guaranteed deliveries. Non conflicting line permits. Write in confidence giving past particulars. Must be member shows.

1. Southern Calif. - Arizona - Nevada
2. Northern Calif. - Wash. - Oregon
3. Texas - La. - Oklahoma - Ark.
4. Florida - Georgia - Alabama

M'LADY OF CALIFORNIA

650 N. Broadway

Los Angeles 14, Calif.

MISSIES AND PETITE SPORTSWEAR

Separates and Co-ordinates

Open Accts. in

MS. BBL. N. C. VIRGINIA, OHIO
MINN. IOWA, AR. S. OK. SSK.
SSSS.

Other territories also Available

Write full particulars To
CLARKE FASHIONS
88 Chansey St.
Boston, Mass.

TOP JUNIOR RAINWEAR LINE AVAILABLE

We need top salesmen with following in Junior rainwear and sportswear and Junior buyers for exceptionally beautiful high-styled fashion vinyl rainwear. Top commission of 8% paid. All prime sales territories open. Our costs are featured in Look-Life-Mademoiselle-Seventeen.

Terrific opportunity for aggressive producers.

Contact Russell Green, V. Pres.

MANUFAX, INC.

Time and Life Bldg.
115 West 14th St. - Jamaica 6-2927
New York 20, N. Y.

TOP SALESMEN WANTED DISCOUNT OPERATIONS ONLY

Nationally advertised bra manufacturer with established discount label; self-selection packaging; design facilities; aggressive promotion program; offers unlimited opportunity to heavy-weight volume producing salesmen with discount following. Key territories open. This is a "once-in-a-lifetime offer to grow with the 'field of the future' now. Write fully in confidence.

MR. GEORGE KAUFMAN - Advertising Mgr.

WINGS BRASSIERS CO.

130 MADISON AVENUE

NEW YORK 16, N. Y.

COTTON DAYTIME DRESSES DUSTERS & SPORT ITEMS

Philadelphia Manufacturer, established over 40 years making

JANET LYNN

Cotton Dresses, Dusters and Sport Items to retail \$2.95-\$5.95-\$6.95. Misses and Women's sizes. Write experienced salesmen for the following territories:

1. Western Penna. . . West Va. . . Ky.
2. Southern Ill. . . Missouri . . . Kansas
3. Ohio . . . Mich. . . Ind.
4. La. . . Miss. . . Ark. . . Okla.

Please write in confidence to:

E. GORDON & CO.

1728 E. 5th St., Phila. 22, Pa.

"BRITISH LADY" DRESSES

Well-established, 47 years, Philadelphia manufacturer of "British Lady" 1/2 size women's dresses, price \$6.75 - \$10.75, has openings for the following territories:

1. Wisconsin, Minnesota, Iowa, N. Dakota, S. Dakota
2. New England States
3. N. & S. Carolina, Virginia, Texas.

These are well-established territories with a strong following. Top commission, full territorial rights. Write full details in first letter.

DUNNCRAFT

211 N. 13th St.

Philadelphia, Pa.

SALESMAN WANTED

On better Childrean and Teen Dresses and Blous \$36.00 to \$110.00 doz. Territories open:

Indiana, Michigan, Minn.,
Calif., N. C., S. C., Va., West
Va., Penna., N. Wisconsin.

Highest rate of 10%. Full
territory rights granted de-
liveries 90% app'd orders.

MARY LOUIS MFG.

(Co. Inc.)

SPRINGVILLE, PA.

NAWCAS News

Published Semi-Monthly
By the National Association of Women's and Children's Apparel Salesmen, Inc.
Send notice of change of address to 784 Bona Allen Bldg., Atlanta 3, Georgia

"The only national association devoted exclusively to the interests of salesmen in this industry."

MARSHALL J. MANTLER, Managing Editor
LEE REIFEL, Editor

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Printed in U. S. A.
Second class postage paid at Atlanta, Ga.

SALESMAN

(Continued from page 1)
After reading Mr. Golden's article, NAWCAS wondered who would be selling the new products to be produced in the future if the traveling salesman was no longer in existence. Mr. Golden seemed to believe this task could be handled by an IBM machine.

Another inconsistency in Mr. Golden's "Death of the Salesman" was his statement that few salesmen today are working on a commission basis. NAWCAS represents both the traveling salesman and the showroom or salaried man. Our records show, however, that the commissioned salesman is in the vast majority. He may not be receiving his due reward, but inequities in commissions, fringe benefits and the like are gradually being corrected.

The Small Retailer Is The Backbone Of Apparel Industry
Large stores today are buying out of New York, Chicago and other major cities. The ready to wear business could not prosper, however, from the business placed by these major department stores alone. In the last analysis, both the manufacturing giants and the run of the mill producers obtain their most profitable volume from the average retail merchant who is generally serviced and aided by the traveling salesman.

Over 110,000 apparel retailers still depend on the NAWCAS salesman to visit them in the store. These men will never be replaced by the 360 a week man who "rips" around, order book in hand. The traveling salesman takes a personal interest in his customers. He is their financial advisor, management consultant and fashion expert, rolled into one. He brings the retailer from over buying and the other extreme of understocking. This type of service cannot be reduced to a mechanical equation as Mr. Golden supposes.

An IBM machine that tells the buyer he's "overbought" should also tell the store's sales personnel they've "under sold." According to a yearly survey conducted by William and Mary College, sales personnel generally sell only 27 cents out of each available consumer dollar.

After reviewing the facts, there's a lot of evidence that selling is enjoying a rebirth. Those of us closest to it, those of us who live selling everyday are convinced there is no demise in sight for

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This noble and interesting profession NAWCAS believes that the road salesman is the key to advancement and success in the ready to wear field. NAWCAS also hopes that Mr. Golden, in the near future, will see the need for a birth announcement in recognition of the contribution made by the nation's salesmen.

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TRAVEL

Levi Yared

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Excellent opportunity for resident man to carry fast selling re-order line of Sun and Fun hats for Women & Children. Due to re-organization, all territories open. Show affiliation required. No objection to non conflicting side line. Write:

Bert Rosenberg
CAMILLAC HAT CO., INC.
200 N. W. 41st Street
Miami, Fla.

NEW YORK STATE
Leading nationally advertised firm in BOYS & GIRLS Sportswear. All sizes. Opportunity for salesman who has creative that respect combination of quality and creative designing. Established business in Thr. Upstate dept. and better specialty stores only. Mr. Stanley Lieblich
GORDON BOYSWEAR, INC.
41 West 12th Street
New York, N. Y.

Dusters & Housecoat Salesmen
Medium price. Compact item line of Misses & Women's Dusters & Housecoats from \$4.95 to \$12.95. Featuring cotton, nylon, tulle, acetate, tulle, viscose, flannel etc., just right for dept. & specialty stores. Ideal for men with non conflicting line. High Comm. Write full resume in letter. All Terr. Open.
ST. JAMES
2742 25th Ave., Bklyn, N. Y.

The New Era Shirt Company, manufacturer of nationally advertised women's shirts, needs representation for New York State, exclusive of the metropolitan area of New York City. Commission - 25% on the gross - permissible to carry one non-conflicting line. Only experienced man with strong following need apply. Send written resume to:

Mr. Tom Berger
Sales Manager
New Era Shirt Company
901 Lucas Avenue
St. Louis 1, Missouri

SLEEPWEAR
LADIES AND/OR GIRLS \$2.98 - \$3.98
FLANNEL - CHALLIS - COTTONS & BLENDS
To resident men with show affiliations, or substantial following, all or part of these lucrative areas are available:
1. South West
2. Va., Carolina's
3. N.Y., Tenn., Miss., Alabama
4. West Coast (Girls only)
5. Parts of Midwest
Complete territorial protection.
SLEEPTITE
183 Madison Avenue Near Terh 16, N.Y.

DRESSES MISS - HALFS

Now open for qualified salesmen for all or part of following territories:
1. Wash, Oregon
2. Eeeky Mountain States
3. Ill., Iowa, Missouri
4. Texas Oklahoma
5. New York State

Good opportunity. Apply only if experienced and make area completely including smaller cities. Fine styling. Our "Miss" Miss or "Lila Young" Waifs available at \$1.79 to \$12.75. One other line G.E. Good Comen. Setup. Guaranteed delivery. Send all information first letter.
LILI YOUNG DRESS CO.
1579 Broadway New York 19, N.Y.

N. & S. Dak. - Nebr.
Misses - Jrs. Pants and Coordinated Tops
Both business in terr. Nat'l adv. line. Best stock program. N. Y. Show-room. Pension plan. Must be carried exclusively. Write full details
M. Silberberg, Jr. - Vice Pres. Sales
JACK WINTER INC.
180 N. Milwaukee St. Milwaukee 2, Wisconsin

COSTUME JEWELRY
Profit sharing plan for top costume jewelry salesmen.
We offer a well accepted line of costume jewelry to salesmen with established territories in the South East and South Central states. Submit full background in first letter showing sales figures, area and type stores covered.
LEAVY & DORN
1081-11 Chestnut Street Philadelphia 7, Pa.

CHILDREN'S SWEATERS AND SWEATWEAR
This is a rare opportunity for a leading man to represent a leading manufacturer in established territory.
WESTERN PENNSYLVANIA & W. VIRGINIA
We are looking for a top man who is seeking that once in a lifetime opportunity. Write details for personal interview in territory to Norman Wertheim.
BLUMBERG SWEATWEAR CO., INC.
604 West 10th St., New York 11, N. Y.

LADIES' BELTS
Top Line 11-30 Retailers
Full Territorial Rights - 10% Com.
We have openings for:
1. Tex., Okla., Ark., La.
2. Illinois
FRANK SPEYER & CO., INC.
41 West 88 Street
New York 1, N. Y.

ROBES - DUSTERS
Nationally known line needs live wire resident men in following Territories:
1. Ohio, Mich., Ind.
2. Ill., West, Minn.
3. Mo., Kans., Neb., Iowa
4. Va., N. Car., S. Car., Ga., Fla.
5. W. Va., Ky., Tenn., Ala., Miss., La.
Replics Conf. to Sales Mgr.
MORRIS ROBES, INC.
152 Mad. Ave., N. Y. N.

THE
NAWCAS

RETAILER

Vol 2—No. 3

December 1961—January 1962

Forecasts Show Record Year For Business Expected In 1962

"Do-It-Yourself" Public Relations

By Louis Rothchild
Executive Director
National Association of Retail
Clothing and Furnishers

Retail men's wear merchants realize the importance of a good public and community relations job in their trade area, but often find it difficult to carry out such a job on their own. This was the problem faced some months ago by the National Association of Retail Clothing and Furnishers.

Being an association of some 2700 men's and boys' wear retailers, they realized the need for a "grass roots" campaign on the part of each merchant to sell the story of the importance of proper dress, and at the same time sell his store to the people of the community.

(Continued on pg. 3, Col. 2)

IRS Will Tax Stores' "Push Money"

The regional offices of the Internal Revenue Service are checking retail stores to determine whether retailers are handling push money payments properly for federal income tax purposes. In cases where a manufacturer makes payments of push money to stores for repayment to employees, the Internal Revenue Service takes the position that such payments are subject to federal withholding tax. Failure on the part of stores to make such withholdings may result in the tax liability being imposed on the retailer.



Left to right: Fred Tempesta, Entertainment Chairman; Mrs. Eunice Gibson; and W. M. Sanborn, outgoing President of Fashion Exhibitors of America.



Louis Rothchild

The Changing Attitudes Of The Modern Woman

As a customer, the needs of today's "new woman" are governed by a growing sense of security — financial, emotional, mental and spiritual security for herself and for her family. And, the way in which retailers satisfy these needs in the immediate future will separate the "men from the boys" in retailing, according to Mary Merryfield, Chicago Tribune columnist and nationally-known radio personality. In a luncheon address before the Chicago Retail Merchants Association Personnel Group on September 20th, Mrs. Merryfield reported on results of numerous tape-recorder depth interviews she conducted recently among women of various ages, including teens, co-eds, career girls and homemakers with growing children. Here are the highlights of her findings.

"Today's woman, especially the mother of growing children, is becoming more home-centered than ever before. But, instead of being just a housewife, she's

(Continued on pg. 7, Col. 2)

Pride and Teamwork Lead To Success

Editor's Note: The following is taken from an address by Mr. Alfred C. Thompson, Executive Vice President, Miller & Rhoads, Inc., Richmond, Va., and President, National Retail Merchants Association.

By Alfred C. Thompson
Today owners and top management executives should and must recognize the importance of people as individuals and how to train or harness individuals into team work.

Every person in our organization, whether he be large or small is important, or should be. Some are leaders. Some are creative. Some are expeditors. Some are dependable workers. Some should not be on the payroll—we can no longer afford the marginal worker.

Promote Teamwork
It is our job to understand these people and see that they have an opportunity to function at the top level of their ability. Every organization—
(Continued on pg. 2, Col. 5)

You Can Make 1962 Your Record Year

By Marshall J. Mantler
Executive Director, NAWCAS



Marshall J. Mantler

NAWCAS markets in early 1962 will reflect the growing economic optimism. Never before has such a large and varied assortment of ready-to-wear been assembled. Opportunities have never been better for selecting the right merchandise for your store.

But there's another certainty for 1962. Competition will be keener, sharper than ever before. Retailers will fight more aggressively for a larger share of the consumer's dollar.

Improvement Necessary

The promise of record prosperity is not in itself a guarantee of record sales for a specific store.

The store that breaks all previous records in 1962 will be improvement conscious. This store will demand of itself answers to questions such as:

"Are we buying merchandise that is right for the clientele we want to attract?"

"What are we going to do to improve personal salesmanship?"

"Advertising?"

"What about inventory control? How are we going to avoid being caught with too much merchandise at season's end?"

"What improvements are we going to make in store appearance and arrangement?"

"When did we last take an unbiased look at our store?"

1962 can be your record year. But it's up to you. Why not set some big goals for yourself and then work to make them come true?

Clothing racks are moved out onto the asphalt apron that is usually utilized for free parking. Customers can browse to their heart's content without feeling that they should leave because they're not particularly interested in buying anything.

(Continued on pg. 3, Col. 4)

'Parking Lot Sales' Spell Profits For California Retailer

By Bill French

According to Bill Sutton, owner of four Busy Bea Teen Town stores, every promotional sale needs a gimmick if it's to function at its maximum effectiveness. The gimmick he has developed for his Santa Cruz, Calif.,

store is "Parking Lot Sales." This

idea is not original with Bill, but he has adapted it most successfully to his Santa Cruz store. In these promotional sales he has wisely made the most of the location of the store, the climate of Santa Cruz and the curiosity of the female shopper.

Location Exploited
The Santa Cruz store is located in the downtown area, but it is not on the main street. The Teen Town faces one of the city's main parking lots. Backing one of the main street businesses, the Busy Bea is fronted by an asphalt apron that allows customers to park without donating their money to the city's parking meters. This is a boon to the merchant who believes that the longer a customer browses, the higher will be the sales.

Busy Bea's Parking Lot Sales are just what the name implies.

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NAWCAS Affiliate Honors Retailer

By Blume F. Levinson

At the St. Louis early spring market, which was held November 19th through the 21st, the Fashion Exhibitors of America paid tribute to an outstanding midwest retailer.

Mrs. Eunice Gibson, owner of the Gibson Shop, Virden, Illinois, was presented with a certificate of award of a trip for two to Miami, Florida. W. M. Sanborn, outgoing President of the Fashion Exhibitors of America, and Fred Tempesta, Entertainment Chairman made the presentation.

Mrs. Gibson announced that she would wait until after the Christmas rush of business before taking her trip.

Fixed Expenses Are Not Truly Fixed

Smaller stores can cut their costs of operation by checking more carefully into their fixed expenses. Although these expenses are fixed, money can be saved by the re-evaluation of insurance costs, maintenance costs, rent (through reduced taxation) and consolidation costs.

NAWCAS markets in early 1962 will reflect the growing economic optimism. Never before has such a large and varied assortment of ready-to-wear been assembled. Opportunities have never been better for selecting the right merchandise for your store.

But there's another certainty for 1962. Competition will be keener, sharper than ever before. Retailers will fight more aggressively for a larger share of the consumer's dollar.

Clothing racks are moved out onto the asphalt apron that is usually utilized for free parking. Customers can browse to their heart's content without feeling that they should leave because they're not particularly interested in buying anything.

1962 can be your record year. But it's up to you. Why not set some big goals for yourself and then work to make them come true?

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separate pressing or processing for each of the hundreds of steps necessary in the making of a man's suit. It is no longer a great trade secret that all stores pay substantially the same wholesale costs for the same quality garment and that all stores add on the same modest percentage of mark-up to cover costs of doing business and profit.

(Continued on page 5, col. 5)

THE NAWCAS RETAILER

Published Quarterly
By the National Association of Women's and Children's Apparel Salesmen, Inc.
Send notices of change of address to
764 Rens Allen Building, Atlanta 3, Georgia

Dedicated Exclusively to Better Apparel Retailing

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Basic Stock Control For Small Stores

By Daniel J. James
Professor of Marketing
University of Arkansas

DEFINITIONS

An understanding of retailing terms is essential to any discussion of stock control. Here are some of the most common terms:

• **Gross Margin:** A figure derived by subtracting the cost of merchandise sold from the income derived from net sales (total gross sales minus returns and allowances). Remember, the price at which an item is sold may not always be the price at which it was initially offered. Thus, gross margin is the difference between the actual selling price and the cost of the merchandise. It is expressed as a percentage of net sales.

• **Stockturn:** The rate at which the average amount of stock on hand is sold. Stockturn shows the number of times during a period (usually a year) that the average inventory is sold. Stockturn may be determined by dividing the net sales for the period by the average inventory (at retail prices) for that period. To illustrate: If your net sales for the year were \$100,000, and your average inventory at retail (beginning inventory on January 1 plus 12 monthly ending inventories, divided by 13) was \$40,000, your stockturn was 4 times. This means your average inventory was sold every 3 months or 90 days. In terms of cost figures, the rate of stockturn can be determined by dividing the total cost of goods sold for the period by average merchandise inventory at cost.

• **Markup:** The amount which is added to the cost to obtain the selling price. Markup may be expressed as a percentage of the selling price or in terms of dollars and cents. Thus, if an item costs \$2.00 and is marked up to \$3.00, the markup is 50 percent of \$2.00. (An older method of figuring markup expressed the amount as a percentage of the cost of merchandise.)

• **Markdown:** The difference between the last retail price and the proposed lower or actual selling price. Markdowns are expressed as a percentage of net sales.

out" items.

WHAT STOCK CONTROL WILL DO FOR YOU

Adequate records help you to maintain well-balanced stocks which will satisfy customer wants, bring you greater profits, make buying more effective, and decrease the investment in inventory by insuring a more rapid stock turnover. Although stock records alone will not achieve these objectives, a careful analysis and interpretation of the information they provide will prove a valuable aid in buying. Records can serve as a tool, not an end in themselves.

The small retailer who is handicapped by a shortage of capital must make sure that every dollar invested does its share toward returning greater profits. Increased sales and decreased markdowns mean increased gross margins. Thus, if expenses stay constant—or only increase proportionately—profits will also increase.

Stock records can serve as a guide for forecasting sales. They provide information on such subjects as the quality, quantity, and styles of items sold in previous periods. This information is valuable in planning purchases during the current year. It will also aid you in knowing when to build up stocks and when to lower them so that when customer demand is low, stock on hand will also be at a minimum. In this way you can realize savings in taxes, insurance costs, interest, and space occupied.

As slow-selling items are eliminated with the help of adequate stock-control records, the selling job will become easier and an understanding of the important relationship between stock control and profits will be developed.

WHAT STOCK CONTROL WON'T DO

Stock-control records will not make sound business decisions for you. To the records you must add your own knowledge, experience, and judgment. Moreover, record systems will not keep themselves up to date; any control device must be appraised frequently as to its current value in furnishing reliable information when needed. An adequate stock-control system, ~~many~~ may be inadequate tomorrow—because merchandising by its very nature is constantly changing. As you must adapt

Letters To The Editor

Dear Mr. Mantler:

Just a note to let you know how much I enjoy reading the NAWCAS RETAILER. I think you have some very interesting articles and information. I have a very small shop in northern Wisconsin, have been in the business ten years and realize there is still a great deal to learn.

Sincerely,

E. G.

Dear Mr. Mantler:

I find your paper quite interesting and appreciate receiving my copy. I would like to offer some comments on the feature article "Discounters Competitive Threat to Small Retailer Survival."

You suggest that the retailer be more competitive. I feel that discount houses have to have merchandise to stay in business, and when a merchant finds that one of his best lines is being sold at a discount house, he is naturally disgruntled.

The manufacturer is trying to have his cake and eat it too. He wants the independent to hold the prime line, give additional service and be loyal to the line. If he expects loyalty from the merchant, then he should keep his product away from the discount operator and see that the independent gets the service he would appreciate if the situation were reversed.

A statement from the company that they do not sell to discount houses would be a welcome one indeed. The association of manufacturers could certainly agree not to sell their brand name goods to discount houses.

Cordially,

M. W.

Dear Mr. Mantler:

I feel confident that your paper will be of great help to all small retailers. I believe it is a paper every storekeeper should subscribe to.

Would like to see a Question and Answer column, similar to the one now in Ladies Wear, giving hints and ideas carried out successfully in other cities in various parts of the country.

Sincerely,

A. S.

DETERMINING BASIC OR NEVER-OUT ITEMS

Every retailer should ask himself: What do my customers want that I should always have in stock? This is important in every type of retail store. A men's clothing store, for example, must always have on hand a supply of white dress shirts in the most popular sizes. A store selling ladies' ready-to-wear should always have on hand nylon hose in several basic shades and in the principal size assortments. For any of these retailers to be out of stock of any of these basic items is to run the risk not only of losing a single sale but also of losing a customer.

If the men's clothing store, however, does not have a silk top hat, or the ladies' ready-to-wear shop does not have on hand a pink rayon tulle evening gown,—each may, to be sure, lose an opportunity to make a sale, but there is little risk of earning a reputation for being perennially out of basic items. Although the actual percentage varies with the type of store, basic items may account for as much as 75 percent of the entire sales volume.

These standard items are the ones which customers feel they (Continued on page 3, col. 1)

Financing Accounts Receivable

By Arthur Hess

1st National Bank of New York

1. What is meant specifically by the financing of accounts receivable?

The financing involves the assignment of the accounts receivable by the retailer to the commercial bank in accordance with a prescribed and detailed documented plan of procedure. The assignment may involve one of two basic types of arrangements — (a) a continuing arrangement by which all receivables generated are periodically assigned to the commercial bank; or (b) a one-shot assignment involving all receivables outstanding on a given date which is generally at the end of a store's accounting period (usually fiscal year) and is undertaken for tax benefit purposes.

2. Is there more than one method of financing under the arrangements just discussed?

Yes. Basically there are two methods, (1) a loan arrangement and (2) a purchase arrangement.

3. How do the two methods basically differ?

The two are very much alike in operation; however, the loan arrangement carries with it the responsibility of full recourse to the retail establishment, whereas the purchase arrangement is one of limited recourse or no recourse.

4. Which arrangement, therefore, do retail establishments usually prefer?

The answer is obvious, for it would be the purchase arrangement which involves limited recourse or no recourse.

5. What is the effect of such arrangement upon the retail establishment's financial statement?

Under both arrangements a more liquid asset would be obtained from a less liquid asset, namely, cash (i. e., an increase in bank balances) as a replacement for the accounts receivable which have been assigned. Under a loan arrangement there would, however, be an offsetting liability for the amount which the bank has advanced. Under a purchase arrangement, there would be no offsetting liability; consequently, the financial statement would present a better picture. It is basically for this reason that retail establishments prefer the purchase arrangement.

6. Aside from the factors which involve the balance sheet, what other benefits accrue to the retailer?

The retailer will experience an acceleration in circular flow of current assets. By eliminating the waiting period for payment by the customer, the retailer rapidly receives liquid funds from the commercial bank through the assignment of the customers' contracts and the relative balances outstanding thereunder. The funds received are used in turn by the retailer for the taking of discount on payables generated through the replenishment of stock room shelves and merchandise displayed on the sales floor. I think that you will also recognize the potential income permissible under many state laws is rather liberal, with specific reference being given to the revolving type of charge on the unpaid balance. Comparable service charges usually do not exist for sales made under a deferred-payment account involving a conditional sales contract or a chattel mortgage. The benefit to the retailer is the spread in (Continued on page 7 Col. 1)

Pride And Teamwork

(Continued from page 1)

ization is better equipped to lick its merchandise and service problems if the group works together as a team. Our primary job is to create an atmosphere of good morale and understanding which will make teamwork possible.

We must meet the challenge of communication in our organizations — of letting people know when they do well, not only the person doing the job, but all those who have supported him and made it possible for him to do the job. We should work hard in getting across to our people what is expected of them, what their job is. Don't leave it to chance or occasional conversation. This is a big failure of management.

Instill Pride
We should attempt to establish and maintain a feeling of pride at all levels or organization, pride in the individual, in his job performance, in his associates, pride in the sense of being wanted, of belonging; and pride in working for the best "boss" and the best store or company in his community.

Such pride will make a person do a better job tomorrow than he thinks he can do today.

It can be done. First, get your own house in order. Then pick out your strongest competitors and go to work on them. Do this armed with the pride of year people. This pride in their own performance will not let them tolerate being second best to anyone.

New Course For Bridal Consultants Now Ready

The National Bridal Service of Atlanta, Georgia, has just announced that the long-awaited Home Study Course for Bridal Consultants in the fashion field is now ready. This new course is an adaptation of the famous "Standard of Excellence" Home Study Course for Bridal Consultants serving the Jewelry and Specialty store market. The new course has been tailored especially for stores catering to the fashion or apparel end of the Wedding Market, and is also offered on a full money back guarantee of satisfaction.

In making the announcement, Jerry Connor, President of National Bridal Service, stated that "During the years since 1934, when we brought out the original 'Standard of Excellence' Home Study Course for Social Bridal

Consultants, we have had countless requests from the Fashion, Florist, Furniture and Motel Industry, to produce a program of education keyed for those particular industries.

"This new course which shall be known as the NBS 'Standard of Excellence' Home Study Course for Fashion Bridal Consultants, is the first step toward answering this very great demand. It will consist of ten study assignments including the final examination, and at its successful conclusion, the title of 'Registered Bridal Consultant' will be awarded, accompanied by a beautiful Belgian Parchment Certificate."

Mr. Connor further stated that "Students of the new course will find it highly inspirational as it has been tailored not only to (Continued on page 3, col. 3)

RECORDS MANAGEMENT IN SMALLER STORES

By Robert A. Bliff, President, and Arthur Barcan, Vice President, The National Records Management Council, New York, New York

Proprietors of smaller stores may assume that records management is a high sounding and expensive program that applies only to a mammoth department store, a chain of large establishments, or a huge retail enterprise. Nothing could be further from the facts.

Records management simply means control over all your paperwork, the invoices you receive, the sales slips you write up, your correspondence with customers and suppliers, the records you keep for your employees and the records you keep for tax and similar purposes. In any clerical operation there is the possibility of error and inefficiency. Larger enterprises can absorb the effects of mistakes better than the smaller establishment, because the dollar they lose in one way can more easily be made up in another. However, when small amounts can spell the difference between profit and loss, it is extravagant to huddle along with poor records management.

WHAT RECORDS MANAGEMENT CAN DO FOR YOU

Records management is an objective, scientific approach to the problem of reducing error and boosting efficiency in paperwork. By applying its principles and procedures to your operations, you place your reliance on known facts and tested techniques rather than on that uncertain approach known as "operating by the seat of your pants."

Records management has two targets: Cutting errors to a minimum, and improving the efficiency of all paperwork operations. When you aim at these goals, you can reap these positive benefits:

- (1) You save money because each dollar you spend on paperwork goes further and lasts longer.
- (2) You save money by purchasing fewer pieces of equipment, such as filing cabinets, and by eliminating much of your equipment from expensive office space.
- (3) You reduce the overall amount of paperwork by eliminating needless operations and streamlining the necessary ones.
- (4) You improve the accuracy and efficiency of your office forces.
- (5) You set down the number of people assigned to paperwork operations.
- (6) You reduce the amount of time you spend supervising paperwork operations.
- (7) Each record that you do create, passes and bears marks definite standards and is easier to use.

COMMON SENSE PLUS

Specifically, records management means that you control the life span of every document from the time that it is first created, through the various stages in its processing, right down to its final disposition in your files so as to waste paper basket. This, you might assert, is nothing more than common sense. You would be partly right. Records management is grounded in common sense—common sense plus the scientific method. Common sense would indicate, of course, that you manage your paperwork so that you are not "swamped under." But beyond that, where do you begin? Precisely what do you do? At what targets do you aim? What results should you expect?

This is where the science comes in. The idea of subjecting paperwork to scientific scrutiny is comparatively new. During the past 50 years, technological advances have yielded many improved machines for the office. However, when office procedures become mechanized, documents are produced more accurately and far

work: In this area particularly, the smaller store is in a fortunate position in its efforts to cut down duplicate operations on the same piece of paper. Usually, the smaller establishment keeps the type of records that lend themselves to simplified handling. Moreover, the size of the enterprise is such that the owner or chief operating executive can have personal knowledge of the kinds of operations performed. At the start, a careful analysis of the store's problems should be made (by competent employees or by outside assistance) in order to eliminate unnecessary duplications. Here are several examples which will serve to outline ways in which your procedures might be streamlined.

Year Billing Procedure: Customers' sales slips, filed vertically, can be used as the only record of customers' accounts. The slips, totalling once a month or posted immediately to the monthly statement and totalled at the end of the month, are adequate to serve most needs of a retailer. A duplicate statement preprinted "Overdue" can be held in the customer's account until it is paid or until it is used as a past-due statement. Credit slips can be filed in the vertical file just as the sales slips are.

Accounts Payable Procedure: You can use the vendor's invoice as a voucher. Attach a copy of the check to the invoice for the accounts payable file arranged by vendor. Remember, too, that there are office machines available which will write checks and—at the same time and in the same operation—do either of two other things: (1) post each check to a separate listing of all checks, or (2) post each check to a listing showing the distribution of costs.

Inventory Control: A perpetual inventory file, vertical or visible, can be streamlined by entering only the key items. Alternate method: write up only multiple units such as dozens, gross, or hundreds of individual items.

Personnel Records: Keep a single vertical or visible card file by employees' names, containing the data of employment, wage or salary rate, dates of promotions or wage increases and similar work data. Except for tax withholding forms, this simple record will satisfy all the Federal requirements regarding personnel records.

Correspondence: A file is an aid to memory or a signal for action. If neither is required, the filing of any correspondence is likewise unnecessary. For instance, think of the kind of data you get over the telephone. Do you usually dictate a memo and file it? Of course not. Neither should the same kind of information be filed even when it is down in black and white in a piece of correspondence.

Test your correspondence against this criterion and you will not be tempted to file routine inquiries, comments, or information of a purely temporary nature. Moreover, you will not file copies of form or pattern letters. If you feel the need for recording the fact that you sent a form letter, note it on the original letter or on the master card.

Another device for keeping correspondence out of the files is having them divided into these categories: (1) A 30-day file—set aside letters that require prompt action or follow-up but will not be needed in the current month after you complete the matter. This is an excellent transition between "no filing" and standard filing methods. It will condition you to disposing more readily of material that has no permanent value to your business. (2) A 11-month file—use this for non-

Profitable Buying For Small Retailers

By Harry A. Lipson
Professor of Marketing, University of Alabama
and Retail Management Consultant

The first moves in buying a profitable assortment are (1) to find out just what price lines will best suit the wishes and pocketbooks of your customers, and (2) to limit the number of price lines.

The purpose in restricting the number of price lines is entirely practical. At every price at which goods are offered, you need a sufficient variety of items to satisfy reasonable demand. For example, when size is significant, as in the case of a pair of shoes, there must be an adequate range of sizes of-



Dr. Harry A. Lipson

policy correspondence needed for action or follow-up throughout the current year. (3) A permanent file—keep in this category correspondence by you and your chief executives, but only that correspondence which establishes policies and plans or which materially affects personnel and operation. (4) An indefinite file—keep in this category correspondence simplifying such matters as leases, contracts, and legal agreements, which should be retained as long as the basic documents are retained.

KEY POINTS

If you are aware of your paperwork problems and make a conscientious effort to operate according to established standards rather than guesswork, you can expect to reap considerable benefits. Typical of the results that you can obtain are:

- Elimination of about one-third of the records currently in your files.
- A reduction of from 40 to 60 percent in your paperwork costs.
- A decrease in your equipment needs and purchase.
- Reduction of your clerical workload.

Because records management results in so many advantages, enthusiasm for reform of a records system usually runs high when the program is first begun. It is difficult, however, to maintain enthusiasm at a high pitch. The success of your records program, therefore, depends more upon your determination to make a day-in-day-out effort than upon occasional spurts of zeal.

One method of maintaining paperwork efficiency at a high level is to make sure that your records are continually being transferred from active files to storage, and then to destruction, according to a specific schedule that you establish.

Another device is to review your system at regular intervals. These periodic checks are an excellent means for keeping your system from bogging down in inertia or apathy.

fered at each price or you lose sales. The same rule applies with respect to styles, colors, brands, and materials, when these factors are essential.

In small stores it is usually not possible to provide varied assortments at very many different price lines and still realize a satisfactory turnover. The need for a few well-chosen lines is especially urgent in buying shopping goods. Here customers want to inspect a wide choice of articles at each price. Therefore, to buy a profitable assortment, you have to study your customers and their buying habits in order to determine the most acceptable prices. Then purchase your stock tailored to that schedule.

One small dress shop found that the strongest price lines were \$22.95, \$35.00, and \$49.50. These were above the range of most of the dress shops in the community. Three different dress lines were carried at each of these prices and only a few dresses were retailed at prices above or below the three major ones. Buying was done to support sales distributed by price line as follows: Low price line, 45 per cent; middle line, 35 per cent; and high price line, 20 per cent.

Controlling What You Buy
Fundamentally there are two types of buying control: Control in dollars and control in physical units. Dollar control is obtained by restricting the amount of money to be invested in merchandise. Unit control is accomplished in terms of individual items or pieces of merchandise. Thus, dollar control tells how much; unit control goes further and tells how much of what.

It is worth noting that sales records are not the whole answer to the control of buying. For one thing, they do not result in the accomplishment of predetermined goals without any further attention from the store operator. For another thing, sales records are only an aid to judgment; they must frequently be reviewed to make sure they are still valid guides to future action. Intelligently used, however, historical sales figures are of considerable value in improving buying practices.

Dollar Buying Control. This approach has the advantage of simplicity and economy. It involves keeping records indicating in dollars the amount of stock on hand and the limits on quantities to be carried. Many retailers believe that these records should be especially designed to provide all information in terms of retail prices. This method of control usually takes the form of departmental control, because buying problems vary by department. Hence records are kept by departments on such figures as sales, gross margins, inventories, rates of stock turn, mark ups, mark downs, returns to vendors, and returns by customers. Knowing these facts, buying can be done much more shrewdly.

Dollar control may be operated through a periodic inventory system which is practical for smaller stores. With it no record is kept of sales at the time of sale. Instead, information as to buying (Continued on pg. 5, col. 2)

Basic Stock Control

(Continued from page 3)

have a right to expect the store to have on hand sufficient stock. Taken together, these make up the backbone of your retail operation. Although you will certainly carry other merchandise, too, you should consider this other merchandise mainly as a source of supplementary sales. However, you should pattern your buying so as to have a constant supply of your merchandise. Of course, these basic items may change from season to season, and that you must adapt your merchandise offerings accordingly.

From a general point of view, it is just as obvious for you to be overstocked in unwanted sizes and colors, as it is to be understocked in items which are necessary for your type of business. It is paramount, therefore, for you to know accurately both what constitutes these basic items and also what comprises a balanced assortment.

There are questions not only of what to order, but when and how much to order. Such questions cannot be answered without adequate stock-control records.

SUPPLY FACTORS AFFECTING BASIC ITEMS

Once you have developed your list of basic items, you must take into consideration the various external factors which influence your ability to insure that you have on hand a constant supply of these goods. The six main factors are:

(1) Some never-out items are seasonal in nature; that is, during a particular season a retailer cannot afford to be out of stock.

(2) Delivery time from point of origin to the retailer's store directly affects the minimum quantity to which stock levels can be reduced before re-ordering. Clearly, if goods can regularly be received by parcel post in 3 days, the minimum stock level can be set lower than if some slower means of transportation were used.

(3) Delivery delays must also be taken into consideration in deciding how often and how much to order. For instance, some industries have annual, company-wide holiday and vacation periods during which no goods are shipped. Retailers who buy basic items from such a supplier should anticipate this delay and backorder the merchandise in time to assure a constant stock. It should be remembered, too, that other merchants will be following the same practice which may cause even further delays.

(4) Transportation delays may be caused by accidents, strikes, or natural disasters (floods, windstorms, earthquakes). Such difficulties are sometimes worth considering in deciding whether to increase the size of an order or to use several suppliers.

(5) The promptness of a supplier in filling a retailer's order is strongly influenced by the number of orders the supplier receives at any one time. Volume may, for example, be seasonal in nature and cause a retailer to wait longer

at one time than at another. Such contingencies must be taken into account in inventory planning.

(6) Sales promotion may considerably increase the demand for a basic item. It may originate with the retailer or it may be sponsored nationwide by a manufacturer. In either event, the retailer must anticipate the increased demand which may be caused by the success of the promotion. It may be to his advantage to anticipate also the ordering schedule of other retailers participating in a national promotion and to order ahead of the date when he expects their orders to flood the manufacturer's shipping office.

SUMMARY

In any small retailing business the basic functions are buying and selling merchandise at a profit. All other activities are carried on in order to facilitate the efficient performance of these functions. Simple, yet adequate stock-control records are an absolute necessity if you are to maintain well-balanced inventories. Only in this way can you buy effectively, meet customer demand, earn a profit, and reduce your investment in merchandise through a rapid stock turnover. But stock control is not an end in itself—rather it is a means to an end. Records alone will not assure a healthy business; they can never be substituted for sound judgment and imagination. A simple stock-control system to aid the small retailer in maintaining an adequate supply of basic or "never-out" items is explained in this article.

Profitable Buying

(Continued from page 4)

needs is obtained by an actual count of stock on hand. Then the units are multiplied by their respective dollar values to convert the count into financial worth. Sales figures for a given period are obtained as follows: opening inventory plus purchases minus closing inventory (obtained by actual count) equals sales. The figure called "sales" actually includes shortages as well, but replacements for these still have to be bought.

Let's Buy! Control. This approach calls for the maintenance of records in terms of actual units, and shows what types, sizes, styles, prices, colors, and so on of merchandise have been selling well. Such information provides a good basis for checking up on whether you bought the most profitable kinds of merchandise.

Unit control reveals best sellers, slow sellers, time-to-buy, or balanced or unbalanced stocks. It can help in planning special sales. It also gives the age of your inventory if the price tickets show the coded date of receipt of each piece of merchandise.

There are two unit systems: Control stemming from sales analysis, and control stemming from inventory analysis. In the first system sales are recorded on slips, cash register stubs, tickets,

punch cards, or other types of original records. From the data thus obtained, the balance of each item on hand is calculated by subtracting sales from the previous quantities on hand and receipts. Control sheets or cards may be made to show the daily, weekly, or monthly needs for each item.

Inventory analysis is characterized by the fact that it is the sales which are calculated. Primary information is obtained by taking a physical inventory at regular intervals. Stocks are actually counted, and each new inventory figure is entered on the control record. Sales for each period are determined by subtracting the new inventory from the total of the old inventory and the goods bought and received during the period. Turnover for the period may also be calculated. The regularity of stock taking—at least monthly—is a "must."

Information Needed. The information that you decide to obtain will depend upon the particular needs of your store. But generally speaking, when you want to establish a system of unit control there are half a dozen steps which should always be taken.

First, make a complete list of the stock information that you want on in your buying operations. Second, select the methods by which you can collect these facts. Third, set up forms or records to provide regular information of the type, and in the form wanted. Fourth, make an actual count to determine what items are in stock and the quantity of each; this furnishes a starting basis for your records and permits proper segregation of inventory. Fifth, mark on all goods the information you will want later (for instance, a date of receipt, style, price) for use in buying new stock; without markings most types of unit control are impossible. Sixth, train your sales people in the accurate recording of the information, keeping in mind the fact that no system of records is any better than its original entries, usually made by someone who is not the owner.

Interpretation of the resulting record is your job. It requires thinking, and is, of course, the most important part of the system. Up to this point you have merely a method of assembling figures. These figures need to be applied in future buying with judgment and imagination. But note: It is better to use a little information than to collect a lot and never be guided by it.

Improving Your Buying Methods. Using past experience, judgment of trends, and the controls you have established you can set up a logical buying plan. But logic doesn't always produce profits. Picking the particular goods to fit into your plan requires perception and experience. Nevertheless, there are techniques which can help to make your buying methods more profitable. Here are 10 of the main ones:

(1) **Mark to Year Place.** Check off each item as ordered under its classification and price. In that way you will always know

The Small Retailer Must Change His Buying Habits

By Charles L. Jacobi

Little or nothing is being done by the average retail specialty shop to combat the promotions of the department and discount store. It must be admitted, that with the capitalization of the large store, they have a decided advantage by being in a position to go into the various wholesale markets with power buying and obtain merchandise at a discount, thereby placing themselves in a position to offer sales at supposed savings to their customers.

In many instances, these sales comprise merchandise manufactured particularly for sales purposes and is actually not presented to the public as such. A good proportion of these sales offered by the big fellows is over-cut merchandise, on which the manufacturer is only too happy to take a loss to get rid of his excess stock. Then once more, a good part of these sales comprise merchandise seconds, once more without the information being passed on to the customer. We must admit that in following the promotional ads of the large department stores that the average retailer is lead to believe that the merchandise in his store is of lesser quality and value.

Small Retailer Can Compete

When a retailer plans his buying to the end that he knows what the demand in his store has been over a period of time, then, he too can offer his customers the same deals that are found in the larger stores.

When the time of the year comes around that the public is accustomed to wait for sales, then, the smaller retailer can be in a position to participate in the off-price purchases. ONLY, of course, if his planned previous purchases have been such as to place him in an open to buy position at sale time.

Saturation Buying Unprofitable

Too many storekeepers buy in such a manner that they have been "saturated," the result being naturally that they have no open to buy at important times of the selling season. Saturation buying may be the vogue with some manufacturers, to their exclusive benefit; however, in the long run, the law of averages will make it most unprofitable for the retailer.

The vagaries of the ready-to-wear business are such that no one buyer can predetermine at the commencement of a season what the "hot re-order" things will be. This is only brought out through practical selling at a dis-

count. what still needs to be bought. Even if the item you select does not become strikingly popular, the fact that it fills a recognized gap in your line strengthens its chances of reaching a profitable sales volume.

(2) **Look for Unique Selling Features.** Be careful about buying an item if it is just of a routine variety. Small stores often do better if they build their lines to emphasize features which set their goods apart from those of larger competitors.

Also, goods which duplicate merchandise you already have are seldom good buying risks. Each new item should provide a significant addition to the variety of your assortment.

(3) **Watch Prices Carefully.** Keep close track of the fairness of wholesale prices by figuring how much you could get for the items at retail. Then see if that cost and price relationship would provide an adequate margin. Remember, however, that the need to offer certain lines may force you to accept smaller margins in some cases.

(4) **Check the Terms of Sale.** Trade practice in this regard can be very important to small firms. Most manufacturers allow a prompt payment discount to their customers which often means the only difference between loss and profit. As a result, if buying is to be profitable, it must be kept (continued on pg. 7, col. 4)

advantage due to the fact that he can spend only so much of his inventory for a given period. If he permits himself to be "saturated" in his purchases from any one manufacturer in particular, then, he must suffer, because he does not have the money to buy the new and important things as they are produced as the season wears on.

Buy Through the Season

Of necessity, the modern method of operation of the small retailer is that at all times he must not be bought up. Thus, he will be in a position to buy new things all through the season. He then will be able to show his customers new things all the time. And, most important of all, he will place himself in a better position to compete with the big stores.

The time has come for the small retailer to change his buying habits. Work out your buying plans for a given period; purchase only part of that open to buy, and then as the season goes on, continuously fill in with new things. This method can only prove successful and most beneficial to all retailers.

Public Relations

(Continued from page 3)

"So it adds up to this: select the merchant in whom you think you will have confidence. Within the store, have your own pet clothing salesman and make him your consultant. Naturally, you will be to a degree guided by your budget and what you want. The store should suit your personality and vice versa.

"But being human, fundamentally you will want to improve your economic position, to be a success or even more successful. You will want to influence your wife, your prospective wife or somebody else's wife. You will want to feel at home on the golf course, in business, calling on customers, in the back yard or even watching a western on television. To accomplish these purposes, you will want to be dressed properly."

Copy Available

If our approach to the problem sounds interesting to you, and you feel that such a program should be instituted in your community, the National Association of Retail Clothiers and Furnishers would be glad to send you a copy of the complete outline. Then it will be up to you as a progressive men's wear retailer to follow through and promote yourself in your own community as an authority on how men should dress and what they should wear. You will be doing the trade as well as yourself a favor. Send your request to the Association at 1257 Munsey Building, Washington 4, D.C.

Attention: All Retail Personnel

If you are thinking of selling your store, re-locating or just changing jobs, why not place an ad in the NAWCAS NEWS, RETAILER'S PRE-MARKET EDITION?

You are assured of reaching over 110,000 other retailers throughout the United States and Canada.

For further information, write: Lee Reifel, Editor, NAWCAS NEWS, RETAILER'S PRE-MARKET EDITION, 704 Bona Allen Building, Atlanta 3, Georgia.

This service is provided, free of charge to all retail personnel, by the National Association of Women's and Children's Apparel Salesmen.

New Course

(Continued from page 3)

give merchandising knowledge regarding the Wedding Market, but to develop confidence and the latent abilities of the individual." He also said, "Since we are the only firm engaged in offering specialized education for Bridal Consultants, we feel a deep obligation to meet the demands of those industries serving the ever-growing, highly specialized Wedding Market." All inquiries should be directed to the National Bridal Service, 319 Peachtree Street, N. E., Atlanta 3, Georgia.

NAWCAS 1961-62 MARKET DATES

NORTHEASTERN STATES

CITY	MARKET	LOCATION	DATE
NEW YORK	Metropolitan Juvenile Style Mart	New York Trade Show Bldg.	Dec. 31-Jan. 10, Mar. 18-23,
	Knickerbocker Showcase	New Yorker	Jan. 7-14, Mar. 25-28
PITTSBURGH	Metropolitan Fashion Sportswear Exhibitors	Sheraton Atlantic	Jan. 21-23
	Tri-State Commercial Travelers Assn.	Hotel Pen-Sheraton	Jan. 21-23
	Juvenile Fashions Caravan	Pen Sheraton	Jan. 21-23
	Women's Apparel Trade Exhibitors	Carlton House	Dec. 31-Jan. 4
	Pittsburgh Children's	Carlton House Hotel	Jan. 7-8, Mar. 25-26,
BUFFALO	Women's Apparel Club of New York State	Statler	Jan. 14-16
	Empire State Juvenile Mart, Inc.	Lafayette	Jan. 21-23
ALBANY	New York State Infants & Children's Wear Assn.	Statler-Hilton	Jan. 7-8
	Empire State Juvenile Mart	DeWitt Clinton	Jan. 13-15, Mar. 24-26
	New York State Infants & Children's Wear Assn.	Sheraton Ten Eyck	Jan. 14-15,
SYRACUSE	Women's Apparel Club of New York State	DeWitt Clinton	Jan. 10-11
	Empire State Juvenile Mart	Syracuse	Jan. 17-18, Mar. 28-29
	Women's Apparel Club of New York State	Onondaga	Jan. 21-25
BOSTON	New York State Infants & Children's Wear Assn.	Parker House	Jan. 21-25
	Women's Apparel Club of New England	Statler-Hilton	Jan. 7-11, 1962; Mar. 18-21, 1962
	New England Apparel Travelers	Statler-Hilton	
	Eastern Travelers	Parker House	
	United Boston Children's Wear Show		
PHILADELPHIA	Philadelphia Children's Wear Show	Benjamin Franklin	Jan. 14-19, Mar. 25-28
	Mid-Atlantic Commercial Travelers' Association	Benjamin Franklin	Jan. 7-10
BALTIMORE	Mid-Atlantic Commercial Travelers' Association	Lord Baltimore	Jan. 14-16, Mar. 25-27
	Baltimore-Washington Children's Wear Show	Lord Baltimore	Jan. 7-8, Mar. 11-13
WASHINGTON	Children's Wear Caravan of Baltimore and Washington	Emerson	Jan. 7-8, Mar. 11-13
	Mid-Atlantic Travelers' Association	Willard	Jan. 3-5, Mar. 28-30
	Baltimore-Washington Children's Wear Show	Charlestown Motor Hotel	Jan. 10-12, Mar. 14-16
	Children's Wear Caravan of Baltimore and Washington	Annapolis	Jan. 10-12, Mar. 14-16
HARTFORD	United Boston Children's Wear Show	Statler	Jan. 14-16 1962
	Women's Apparel Club of New England	State Armory	

CENTRAL EASTERN STATES

DETROIT	Children's Apparel Market	Sheraton-Cadillac	Jan. 2-5, Mar. 11-13
	Michigan Women's & Children's Apparel Associates	Statler-Hilton-Sheraton-Cad	Jan. 14-16
GRAND RAPIDS	Grand Rapids Apparel Club	Pantlind	Jan. 24-25
INDIANAPOLIS	Indiana Women's & Children's Apparel Club	Claypool	Jan. 24-26
CLEVELAND	The Mainliners	Statler	Dec. 27-29, Mar. 11-12
	Juvenile Fashions Caravan	Statler	
	Women's & Children's Apparel Club of Ohio	Statler-Hilton	Jan. 21-22
COLUMBUS	The Mainliners	Neil House	Jan. 10-11, Mar. 7-8
	Women's & Children's Apparel Club of Ohio	Deshler-Hilton	Jan. 3-4, Mar. 28-29
LOUISVILLE	Juvenile Fashions Caravan	Deshler-Hilton	
LAKINOTON	Fashion Exhibitors of Kentucky	Kentucky	Jan. 28-29
CINCINNATI	Fashion Exhibitors of Kentucky	Phoenix	Jan. 14-15, 1962; Mar. 11-12, 1962
	Women's & Children's Apparel Club of Ohio	Netherland-Hilton	Jan. 7-8, Mar. 25-26
	The Mainliners	Sheraton-Gibson	Jan. 7-8, Mar. 4-5
BLUEFIELD	Bluefield Fashion Exhibitors	Municipal Auditorium	Jan. 7-9

CENTRAL WESTERN STATES

CHICAGO	Style Exhibitors	Morrison	Jan. 27-Feb. 2
	Children's Wear Assn.	Merchandise Mart	
	Midwest Fashion Exhibitors	Sherman	Jan. 28-Feb. 2
ST. LOUIS	Fashion Exhibitors of America	Statler-Hilton	Jan. 21-24
KANSAS CITY	Central States Salesmen's Assn.	Municipal Auditorium	Jan. 14-17

NORTHWESTERN STATES

OMAHA	Central Western Market Assn.	Paxton	Jan. 7-9, Mar. 16-20
DES MOINES	Iowa Fashion Market	Fort Des Moines	Feb. 4-5
MINNEAPOLIS	Northwest Salesmen's Assn.	Radisson, Dyckman,	
		Merchandise Bldg. Upper	
		Midwest Bldg.	Jan. 21-25, Mar. 11-14

SOUTHWESTERN STATES

DALLAS	American Fashion Assn.	Baker, Adolphus	Jan. 20-22
	National Fashion Exhibitors	Merchandise Mart	Jan. 21-26
NEW ORLEANS	Deep South Fashion Exhibitors	Hilton Inn	Feb. 11-12
OKLAHOMA CITY	Louisiana Fashion Exhibitors	Jung	Jan. 14-15
	United Fashion Exhibitors	Huckins	Jan. 28-29
LITTLE ROCK	Arkansas-Oklahoma Fashion Exhibitors	Biltmore	Jan. 28-29
	United Fashion Exhibitors	Grady Manning	Feb. 4-5
NASHVILLE	Arkansas-Oklahoma Fashion Exhibitors	Marion	Feb. 3-5
JACKSON	Middle Tennessee Fashion Exhibitors	Hermitage	Jan. 21-22
MEMPHIS	Mississippi Fashion Exhibitors	King Edward	Jan. 27-28
	Cotton States Fashion Exhibitors, Inc.	Peabody	
	Tri-State Fashion Exhibitors	Tennessee	Jan. 7-9

SOUTHEASTERN STATES

ATLANTA	Southeastern Travelers' Exhibitors, Inc.	Merchandise Mart	Feb. 4-7
	Southern Mart of Infants' & Children's Wear Exhibitors, Inc.	Merchandise Mart	Dec. 31, 1961-Jan. 3, 1962
BIRMINGHAM	Southern Fashion Exhibitors, Inc.	Dinkler-Tutwiler	Jan. 14-16
	Milton Fashion Exhibitors	Milton	Jan. 14-16
	Southern Mart of Infants' & Children's Wear of Birmingham, Inc.	Tutwiler	
TAMPA	Florida Fashion Mart	Floridan & Hillsboro	Feb. 16-19
MIAMI BEACH	Pan American Fashion Mart	Eden Roc	Jan. 28-30
	Southern Apparel Exhibitors	Fontainebleau	Jan. 28-30
	Florida Assn. of Handbag and Jewelry & Accessories Salesmen	Hotel Algiers	
	Miami Beach National Fashion	Eden Roc	Jan. 28-30
MIAMI	Southern Mart of Infants' & Children's Wear Exhibitors, Inc.	McAllister	
CHARLOTTE	Carolina-Virginia Fashion Exhibitors, Inc.	Radio Center	Jan. 14-18
	Dixie Fashion Exhibitors	Coliseum	
	Southern Mart of Infants' & Children's Wear of the Carolinas, Inc.	Radio Center	Jan. 7-10

PACIFIC NORTHWESTERN STATES

DENVER	Intermountain Travelers' Association	Albany	Jan. 27-31
PORTLAND	Rose City Apparel	Plaza	Jan. 27-30
SALT LAKE CITY	Portland Apparel Assn.	Multnomah	
	Temple Square Travelers Assn.	Temple Square	
	Utah Market Assn.	Utah	Feb. 3-6
SEATTLE	Stewart Apparel Assn.	Stewart	Jan. 20-25
	Pacific Northwest Apparel		Jan. 20-25
	Washington Market Week	New Washington	

FAR WESTERN STATES

PHOENIX	Grand Canyon State Travelers	Westward Ho	Jan. 1-4
LOS ANGELES	Western Children's Brand Wagon	Linkershim & Chapman Bldg.	
	Pacific Coast Travelers	Biltmore	Jan. 6-11, Mar. 10-14
SAN FRANCISCO	West Coast Salesmen's Assn.	Sheraton Palace	Jan. 13-17, Mar. 17-20
	Western Children's Brand Wagon	Whitcomb	

CANADIAN REGION

ONTARIO	Garment Salesmen Ontario Market, Inc.	Royal York	Jan. 7-12
MONTREAL	Apparel Salesmen's Market, Inc.	Mt. Royal Hotel	Jan. 7-12

Financing Accounts Receivable

(Continued from page 2)

interest charge collected from the consumer and that paid to the commercial bank for the financing. The difference is, of course, offset in part by operational and other relative costs involved in connection with the maintenance of a credit and collection facility. Therefore, while the cost of money is an important factor to the retailer, the importance is surpassed only by the efficiency of operations which can make or break the store.

7. What type of accounts receivable can be financed?

The answer to this question depends upon what type of commercial bank is doing the financing and what type of financing arrangement is involved. State banking law requirements in many states differ from the requirement established by the Comptroller of the Currency for National banks. Also, legal requirements under a loan arrangement are more flexible than under a purchase arrangement. A National bank can only purchase written promises to pay which are signed by the consumer customer. Consequently, it would behoove the retailer to have a legally acceptable promissory note which binds the relationship between the two banking institutions. Also, retailers request the accommodation of a bank in an outlying area may be rather large by comparison to the amount which that bank may be willing to undertake on its own, especially if the arrangement is under consideration in one of those and legal lending areas are involved. Under such circumstances the bank in the outlying area may request that its big city correspondent consider taking a participation in the financial arrangement. I am frequently called upon to review situations such as this and offer our correspondent assistance derived from our past experience.

8. What steps are first taken in connection with entering into a financial arrangement?

The retailer would present his request for accommodation to the commercial bank which services his account. The proposal would be presented with as much detail as possible and not, for example, as was the case with one customer who approached our correspondent for an approximate \$100,000 accommodation. "That's a lot of money," said the president of the bank. "Can you give me a statement?" To which the retailer replied, "I'm optimistic." Details should include — a) a projection of maximum requirements during the next twelve month period; b) anticipated expansion beyond this period of time; c) a set of financial statements for approximately the past five years (assuming, of course, that the banker had not already been favored with same); and d) sample documentation of each type of customer contract which will be assigned under the desired financing arrangement. If an analysis of the financial statements indicates a favorable picture, the banker will next undertake a detailed survey of the retailer's credit operations involving the following:

- Whether the type(s) of contract(s) which are being used by the retailer adhere to state legal requirements.
- A perusal of the form of credit application which is used and the extent of information which it calls for.
- The extent of credit checking which is employed, the tech-

niques of evaluation for credit approval and the establishment of credit limits.

d) A study of floor limits, credit authorizations, identification media, etc.

e) The method(s) of record keeping and record retention, including factors of control and protection against fire and theft.

f) Collection methods, collection media, write-off policy, frequency of delinquency analysis, etc.

g) Capability and past experience of key personnel handling the credit and collection functions.

In other words, in order that the banker can make evaluation of how competently the retailer is undertaking his credit and collection functions, an on the spot analysis is required, starting with the receipt of the customer's application and following through to a hard core collection situation or the handling of ships. Depending upon the size and complexity of the retailer's operation it may take the banker analyst three or four days to complete the task. Assuming that the banker is a specialist in this particular area, having reviewed dozens of comparable statements, it would naturally stand to reason, that a great deal of knowledge is acquired by the banker, which in turn may prove beneficial to the retailer through suggested changes in methods, procedures, controls, forms, etc. Of course, all information obtained by the banker, as regards a particular customer, is held in strict confidence. No remarks would ever be made that a specific organization handles some part of its operations more efficiently, or that its method would appear adaptable and desirable to the operation under review. I have personally found this particular phase of my banking career to be most interesting, and believe that I have acquired a considerable education from the analyses of the credit and collection procedures of retail establishments located throughout the

The Changing Attitudes Of The Modern Woman

(Continued from page 1)

viewing her role as that of teacher-leader housewife," Mrs. Merryfield said. "She's interested in security, in re-establishing family unity, in withdrawing from public activity to more private activity. She's thinking of college for her children and more college courses for herself."

Decisions Based on Judgment

"In the shopping situation, good taste and greater individuality are becoming more important than 'keeping up with the Joneses,'" Mrs. Merryfield reported. "The new woman's shopping decisions are governed by price, convenience, time, quality, neighborliness, and related service features."

"She wants to be recognized when a salesperson is busy; and if possible, given a chance to say what she wants so she can be looking for it. She isn't interested in a gab session, or in being told what's stylish or right for her. She knows. She knows what her husband likes, what she can afford, and what the occasion is—a lot better than anyone else."

"There is also a distinctly new attitude these days toward fashion appeal," Mrs. Merryfield reported. "The new woman doesn't just want to paw through steel tube racks and get something for nothing."

country. Whenever possible and with all due finesse, I have endeavored to be of assistance to our clients in case the need for improvement appeared desirable or when problems have arisen.

Assuming that the banker is satisfied with the results of his analyses, negotiations will then go forward and the next step will be the preparation of adequate documentation which will cover in detail that which will be done in implementation may be entered into in varying ways, e. g.:

a) As between the retailer and the outlying correspondent bank.

b) As between the retailer and the outlying correspondent bank and the city bank, i. e., all parties appearing as signatories.

c) As between the retailer and the outlying correspondent bank, and then separate documentation in the form of a participation agreement between the outlying correspondent bank and the city bank.

In some situations the outlying correspondent bank may act as agent bank for a group of banks, which may all be signatories to the basic documentation, or they may merely be signatories to a participation agreement. The circumstances of negotiations may determine the form of arrangement which is entered into. Up to this point, I have not mentioned an outlying retailer and a city bank as signatories to an agreement, in view of the fact that it is frequently the policy of the commercial bank in the larger city to suggest to the retailer to establish negotiations with a bank situated in the retailer's own locale. It is understandable that this suggestion has merit in more ways than one.

How To Stop Shoplifting

Shoplifting can be stopped or materially reduced! Each employee should be trained to assume his share of the responsibility of protecting the store from such losses.

Store security today is a major operation. "But keen and alert salespeople are by far the greatest single shoplifting deterrent," says Dallas L. Hostetler, Executive Director of the Florida State Retailers Association.

An easy-to-read brochure, entitled "How to Stop Shoplifting—A Guide for Employees," provides an excellent outline of how employees can effectively curtail shoplifting. Thirteen points for special employee attention in dealing with the shoplifting problem are presented.

The "Do's and Don'ts" for employees are given pointed emphasis. Types of shoplifters are identified, together with the variety of gimmicks and tools used by professionals in pursuing their careers of theft and crime.

This valuable booklet can be obtained by contacting the Florida State Retailers Association, P. O. Box 726, Winter Park, Florida.

Practical Appeal Best

"She is also reacting and even resenting the all-American sex symbol. Anger and frustration show up in interviews with young women who resent the advertising image of a glamorous housewife wearing stretch pants, or fluffy penguin, with a perfectly behaved, angelic child and a House Beautiful home. Instead, they report: 'Most of us wear Bermudas or wool skirts and blouses or sweaters under mar coats when dealing about on errands. We don't mince around on high heels with foot-long fingernails and bubble hairdos.'"

"A practical appeal to her as a person—not just as a female—is appreciated," Mrs. Merryfield stated. "You may not get her to wear many hats from the fashion department—but maybe a hat for protection while gardening or sitting in the park will appeal."

Times are changing. Women are changing. The successful retailer must keep up with the times and know the wants, dislikes and attitudes of the modern woman shopper.

Profitable Buying

(Continued from page 5)

within limits which permit taking discounts regularly.

As an example, dresses coming into a store between the 25th of last month and the 25th of this month must be paid for by the 10th of next month or discounts are lost. Therefore, it is essential that a buyer, on ordering autumn merchandise in May, mark on his order (and have it understood with the manufacturer) that goods may be delivered "as ready" during June or July. But it should be agreed that payment is due "as of August 15th." In that way the retailer may remit as late as September 10th and still be entitled to the discount.

Buyers, forgetting those facts, often have had items shipped to them in May and have had to pay for them by June 10th to get their discounts, even though the goods were not to be sold until September. While many buyers feel that it is good practice to let merchandise come in early at the manufacturer's convenience, few, if any, feel that they can afford to pay for it 90 days early.

(4) May far Year Particular (Citeable). This can be one of the strong points of the small store buyer. You can know many of your customers personally and can cater to their needs and tastes. You can buy with their particular preferences in mind.

(5) Resist Pressure to Make Snap Decisions. At first sight, look for the general effect and quality. Then later make a second (or even third) inspection to go over in detail the styling, workmanship, materials, special selling points, and prices.

(7) Compare Your Impressions with Others. In sizing up an article for possible purchase, get the reactions of some other knowledgeable people. If there is general agreement with your favorable view, you have grounds for going ahead with the order. If there is general disapproval reconsider soberly before deciding one way or the other. Where opinions vary widely, your own best judgment is the only guide.

(8) Concentrate on Key Items. Most small stores do not have unlimited working capital. For that reason, they will usually be better off in emphasizing outstanding items of selected manufacturers—without trying to buy something from every leading manufacturer, or to carry all lines that a given manufacturer makes.

(9) Get Complete Selling Information. Make sure that salesmen tell you all they can about the items you buy. Ask for sales sheets and descriptive brochures, too. The more you know about an article's development, characteristics, and performance, the more skillfully you can sell it.

(10) Buy New Items Cautiously. Nobody can avoid all risk, particularly in small store buying. But you can control the chances you take by buying new items in small lots whenever possible. Speculating on large orders of untried goods can wipe out a small concern's entire profit for months if the item "doesn't go."

Summary

The art of retail buying, like other arts, can be practiced by anyone, but few are truly gifted. Balanced assortments, control, buying methods, and timing are all typical small store problems. Small retailers are aware of the growing selectivity of the average customer. New models, styles, colors, and sizes add to the demands for working capital. Consequently, the small operator must be intelligently selective in buying the most profitable stock assortment he can.

Price lines must be chosen with careful regard for the particular store's customers. Control over purchases is essential and may be accomplished in terms of dollars, physical units, or a combination of both. Buying methods can be improved through the use of a systematic plan taking into account distinctiveness and style, price and terms of sale, caution in buying new items, and knowledge of individual customers' tastes. Better timing of purchases can be achieved through records of past successes and failures coupled with analyses of developing trends and an understanding of accepted practice in the specific line of business.

which clearly explains how to use these handy tables.

Selling Department Analyzed

How To Analyze A Selling Department, published by the National Retail Merchants Association (NRMA members, \$3.75, non-members, \$7.50), is designed to show the retailer how to increase profits and promote efficiency. This book offers a new approach to solving the many problems of a sub-par selling department.

The authors maintain that to improve your selling department you must use the logical, up-to-date method, which is based upon analysis. Understanding what makes your selling department tick will give you a better basis for action and will lead to higher profits.

Information is provided to show the retailer how to better every facet of departmental operations, such as markon, markdowns, turnover, shortages, buying, advertising, and unit control.

Helpful Books For Retailer's Library

Mark-Up Simplified

Mark-Up Book, prepared by the Marketing Research Department of Fairchild Publications, Inc., is an extremely useful book for the retailer. It is intended for quick reference and will save time by giving you mark-up already worked out in the combinations usually required.

The Mark-Up Book consists of five tables which show you:

- How to find selling price when mark-up is based on selling price;
- How to find selling price when mark-up is based on cost;
- How to get cost-per-unit from cost-per-dozen;
- How to get mark-up percentages on cost basis when you have mark-up on basis of selling price; and
- How to get mark-up percentages on selling price basis when you have mark-up on basis of cost.

A brief section is included



YOU ALWAYS HIT THE BULLS EYE WHEN YOU SHOP IN NAWCAS MARKET !

Hundreds of New Lines... Learn Fashion for Next Season... See ALL New Merchandise at One Time... Enjoy Market Hospitality... Get New Profitable Ideas... Compare Merchandise Before You Buy... Save Time... See What Other Retailers Are Being... Receive Expert Advice.

